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# ORDINANCES OF THE NORTH-WEST TERRITORIES

PASSED BY THE LIEUTENANT-GOVERNOR IN COUNCIL,

In the Session begun and holden at Battleford on the twenty-sixth day of May, and closed on the eleventh day of June, 1881,

TOGETHER WITH  
PROCLAMATIONS RELATING TO ELECTORAL DISTRICTS AND ELECTIONS.



THE HONORABLE DAVID LAIRD,  
LIEUTENANT-GOVERNOR.

BATTLEFORD:  
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1882.

A. R.  
N.S.

## CONTENTS.

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### ORDINANCES OF 1881.

- No. 1. An Ordinance respecting Short Forms of Indentures.
- No. 2. " respecting Security to be given by Public Officers.
- No. 3. " to extend and amend the Registration of Titles Ordinance.
- No. 4. " respecting the Office of Sheriff.
- No. 5. " respecting Mortgages and Sales of Personal Property.
- No. 6. " respecting Trespassing and Stray Animals.
- No. 7. " respecting Marriages.
- No. 8. " to incorporate the Bishop of the Church of England, Diocese of Saskatchewan.
- No. 9. " respecting the Sale of Medicines and Drugs.
- No. 10. " to amend the Ordinance respecting Fenecs, No. 10 of 1878.
- No. 11. " for the Protection of Sheep.
- No. 12. " respecting driving off Horses and Cattle.
- No. 13. " respecting Bulls.

# CANADA. NORTH-WEST TERRITORIES.



*No. 1 of 1881.*

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## *An Ordinance respecting Short Forms of Indentures.*

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[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows:

1. Whenever the words following occur in this Meaning of certain words. Ordinance, or in the Schedules thereto, they shall be construed in the manner hereinafter mentioned, unless there is something in the subject or context repugnant to such construction:

(1) "Lands" shall extend to all freehold tenements and hereditaments, whether corporeal or incorporeal, or any undivided part or share therein, respectively; and

(2) "Party" shall mean and include any body politic or corporate or collegiate, as well as an individual.

2. When a deed of conveyance, or a deed of mortgage, or a deed of lease, respectively, made according to the forms set forth in the first, second and third Schedules to this Ordinance respectively, expressed to be made "in pursuance of the Ordinance respecting Short Forms of Indentures," or otherwise referring to this Ordinance, contains any of the forms or words in column one under the said schedules respectively, and distinguished by any number therein, such deed shall be taken to have the same effect, and be construed as if it contained the form of words in column two under the same schedule and distinguished by the same number as is annexed to the form of words used in the deed,

a

but it shall not be necessary in any such deed to insert any such number.

*Deeds failing to take effect under this Ordinance to be as valid as effectual to bind the parties thereto, as far as the rules of law and equity will permit, as if this Ordinance had not been made.*

3. Any deed or part of a deed which fails to take effect by virtue of this Ordinance shall nevertheless be as effectual to bind the parties thereto, as far as the rules of law and equity will permit, as if this Ordinance had not been made.

*Deeds to include all houses, etc., and the reversion and all the estate, etc.*

4. Every such deed, unless an exception be specially made therein, shall be held and construed to include all houses, outhouses, edifices, barns, stables, yards, gardens, orchards, commons, trees, woods, underwoods, mounds, fences, hedges, ditches, ways, waters, water-courses, lights, liberties, privileges, easements, profits, commodities, emoluments, hereditaments, and appurtenances whatsoever, to the lands therein comprised, belonging, or in any wise appertaining, or with the same demised, held, used, occupied or enjoyed, or taken, or known as part or parcel thereof; and if the same purports to convey an estate in fee, also the reversion or reversions, remainder and remainders, yearly and other rents, issues and profits of the same lands and of every part and parcel thereof, and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim and demand whatever, both at law and in equity, of the grantor, in, to, out of, or upon the same lands, and every part and parcel thereof, with their and every of their appurtenances.

*Substitutions etc.*

5. Parties who use any of the forms in the first column of the schedules may substitute for the words "covenantor" or "covenantee," "releasor" or "releasee," "grantor" or "grantee," "lessor" or "lessee," any name or names, or "the party of the first" or "second" or "third part," as the case may be; and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

*Gender and number.*

6. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in any of the forms in the first column of the schedules, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

*Exceptions and qualifications.*

7. Such parties may introduce into or annex to any of the forms in the first column any express exceptions from, or other express qualifications thereof respectively, or may extend them, or remove therefrom any lim-

itations, and the like exceptions or qualifications, or extension, or removal of limitations, shall be taken to be made from or added in the corresponding forms in the second column.

8. Such parties may add the name or other designation of any person or persons, or class or classes of persons, or any other words, at the end of the forms of the first column, so as thereby to extend the words thereof to the acts of any additional person or persons, or class or classes of persons, or of all persons whomsoever, and in every such case the covenants, or such of them as may be employed in such deed, shall be taken to extend to the acts of the person or persons so named.

9. In the case of a deed of demise or lease, there may be introduced into any of the forms in the first column under the third schedule any express exceptions or express qualifications may be introduced.

## FIRST SCHEDULE

*Deed of Conveyance.*

This Indenture, made the day of Conveyance.  
in the year of our Lord one thousand  
eight hundred and , "in pursuance of  
The Ordinance respecting Short Forms of Indentures,"  
between (here insert the names of the parties and re-  
citals, if any) witnesseth, that in consideration of (if  
there be recitals) the premises, and of  
dollars (if no recitals omit the word "premises" and say  
"of dollars") of lawful money of  
Canada, now paid by the said party of the part  
(as the fact is) to the said party of the first part (the re-  
ceipt whereof is hereby by him or them acknowledged)  
he (or they) the said party of the first part doth (or do)

grant unto the said party of the      part, his (or her or their) heirs and assigns, for ever, all and singular the lands following, that is to say :

[Describe the lands.]

[Here insert the covenants and other provisions etc., etc., if any.]

In witness whereof the said parties have hereto set their hands and seals.

Signed, sealed and delivered }  
in presence of }

COLUMN ONE.

1. The said covenantor covenants with the said covenantee.

1. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns, in manner following, that is to say :

2. That he has the right to convey the said lands to the said covenantee, notwithstanding any act of the said covenantor.

2. That for and notwithstanding any act, deed, matter or thing, by the said covenantor done, executed, committed, or knowingly or wilfully permitted or suffered to the contrary, he the said covenantor now hath in himself good right, full power and absolute authority to convey the said lands and other the premises hereby conveyed or intended so to be, with their and every of their appurtenances, unto the said covenantee in manner aforesaid, and according to the true intent of these presents.

3. And that the said covenantee shall have quiet possession of the said lands.

3. And that it shall be lawful for the said covenantee, his heirs and assigns, from time to time and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy, possess and enjoy the said land and premises hereby conveyed or intended so to be, with their and every of their appurtenances, and to have, receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their use and benefit without any let, suit, trouble, denial, eviction, interruption, claim or demand whatsoever of, from or by him the said covenantor or his heirs, or any person claiming or to claim by, from, under, or in trust for him, them, or any of them.

4. Free from all encumbrances.

4. And that free and clear, and freely and absolutely acquitted, exonerated, and forever discharged, or otherwise, by the said covenantor or his heirs, well and sufficiently saved, kept harmless and indemnified, of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, use, trust, entail, will, statute, recognition, judgment, execution, extent,

## COLUMN ONE.

## COLUMN TWO.

rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever made, executed, occasioned or suffered by the said covenantor or his heirs, or by any person claiming or to claim by, from, under, or in trust for him, them, or any of them.

5. And the said covenantor covenants with the said covenantee that he will execute such further assurances of the said lands as may be requisite.

5. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns, that he, the said covenantor, his heirs, executors and administrators, and all and every other person whosoever having or claiming, or who shall or may hereafter have or claim any estate, right, title or interest whatsoever, either at law or in equity, in, to, or out of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under, or in trust for him, them, or any of them, shall and will, from time to time and at all times hereafter, upon every reasonable request, and at the costs and charges of the said covenantee, his heirs or assigns, make, do, execute, or cause to be made, done, or executed, all such other further and lawful acts, deeds, things, devices, conveyances and assurances in the law whatsoever, for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed or intended so to be, and every part thereof, with their appurtenances, unto the said covenantee, his heirs and assigns, in manner aforesaid, as by the said covenantee, his heirs or assigns, his or their counsel learned in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs, executors or administrators only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof to go or travel from his usual place of abode.

6. And the said covenantor covenants with the said covenantee that he will produce the title deeds enumerated hereunder, and allow copies to be made of them at the expense of the said covenantee.

6. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns, that the said covenantor and his heirs shall and will, unless prevented by fire or other inevitable accident, from time to time and at all times hereafter, at the request, costs and charges of the said covenantee, his heirs or assigns, or his or their attorney, solicitor, agent or counsel, at any trial or hearing in any action or suit at law or in equity, or other judicature or

## COLUMN ONE.

## COLUMN TWO.

otherwise, as occasion shall require, produce all and every or any deed, instrument, or writing, hereunder written for the manifestation, defence and support of the estate, title and possession of the said covenantee, his heirs and assigns, in or to the said lands and premises hereby conveyed or intended so to be, and at the like request, costs and charges shall and will make and deliver, or cause to be made and delivered, true and attested or other copies or abstracts of the same deeds, instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original deeds by the said covenantee, his heirs and assigns, or such person as he or they shall for that purpose direct and appoint.

7. And the said covenantor, for himself, covenantor covenants with the said covenantee that he has done no act to encumber the said lands.

7. And the said covenantor, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, with and to the said covenantee, his heirs and assigns, that he hath not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said lands and premises hereby conveyed or intended so to be, or any part or parcel thereof, are, is, or shall or may be in any wise impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

8. And the said re- leasor releases to the said releasee all his claims upon the said lands.

8. And the said releasor hath released, remised, and for ever quitted claim, and by these presents doth release, remise, and for ever quit claim unto the said releasee, his heirs and assigns, all and all manner of right, title, interest, claim and demand whatsoever, both at law and in equity, into and out of the said lands and premises hereby granted or intended so to be, and every part and parcel thereof, so as that neither he nor his heirs, executors, administrators or assigns shall or may, at any time hereafter, have, claim, pretend to, challenge or demand the said lands and premises, or any part thereof, in any manner howsoever, but the said releasee, his heirs and assigns, and the same lands and premises shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said releasor might or could have upon him in respect of the said lands, or upon the said lands.

9. And the said A. B., wife of the said grantor, for and in consideration of the sum of dollars of lawful money of Canada to her in hand paid by the said grantee at or before the sealing and

9. And the said (A. B.) wife of the said (grantor), for and in consideration of the sum of dollars of lawful money of Canada to her in hand paid by the said (grantee) at or before the sealing and

COLUMN ONE.

dower in the said delivery of these presents, the receipt whereof is hereby acknowledged, hath granted and released, and by these presents doth grant and release unto the said (grantee) his heirs and assigns, all her dower and right and title which, in the event of her surviving her said husband she might or would have to dower in, to, or out of the lands and premises hereby conveyed or intended so to be.

COLUMN TWO.

SECOND SCHEDULE.

*Deed of Mortgage.*

This Indenture, made the \_\_\_\_\_ day Mortgage.  
of \_\_\_\_\_ in the year of our Lord one thousand  
eight hundred and \_\_\_\_\_ "in pursuance of  
the Ordinance respecting Short Forms of Indentures,"  
between [here insert names of parties] [and recitals, if  
any] witnesseth that in consideration of [if recitals, say  
the premises and of \_\_\_\_\_ dollars; if no  
recitals, omit "the premises"] of lawful money of  
Canada, now paid to the said party of the first part,  
hereinafter called the mortgagor [the receipt whereof  
is hereby acknowledged] the said mortgagor doth grant  
and mortgage unto the said party of the  
part, hereinafter called the mortgagee, all and singular  
the lands following, that is to say:

[Describe the lands.]

[Here insert provisoos, covenants, and other pro-  
visions and stipulations according to agreement].

In witness whereof the said parties have hereto set  
their hands and seals.

Signed, sealed and delivered }  
in presence of }

COLUMN ONE.

COLUMN TWO.

1. Provided, this \_\_\_\_\_ 1. Provided always, and these presents are  
mortgage to be void on \_\_\_\_\_ upon this express condition, that if the said  
payment of the sum of \_\_\_\_\_ mortgagor, his heirs, executors, adminis-  
tors or assigns, or any of them, do and shall  
well and truly pay or cause to be paid unto  
the said mortgagee, his executors, adminis-  
trators or assigns, the just and full sum of  
(amount of principal money) dollars of law-  
ful money of Canada, with interest thereon  
at the rate of (rate of interest) per cent. per  
annum, on the days and times and in man-  
ner following, that is to say, (terms of pay-  
ments of principal and interest) without any

## COLUMN ONE.

terest at the rate of  
per cent. per an-  
num on the  
(describe times and terms)  
and taxes.

## COLUMN TWO.

deduction, defalcation or abatement out of  
the same for or in respect of any taxes,  
rates, levies, charges, rents, assessments,  
statute labor, or other impositions what-  
soever, already or hereafter to be rated,  
charged, assessed or imposed by lawful au-  
thority on the said lands and tenements,  
hereditaments and the premises, with the  
appurtenances, or on the said mortgagee,  
his heirs, executors, administrators or as-  
signs, in respect of the said premises, or of  
the said money or interest, or any other  
matter or thing relating to these presents,  
and until such default as aforesaid shall and  
will well and truly pay, do and perform, or  
cause or procure to be paid, done and per-  
formed, all matters and things in this pro-  
viso hereinbefore set forth, then these pre-  
sents and everything in the same contained  
shall be absolutely null and void.

2. The said mortgagor doth hereby,  
for himself, his heirs, executors, and admin-  
istrators, covenant, promise and agree to  
and with the said mortgagee, his heirs and  
assigns, in manner following, that is to say:

3. That the mortga-  
gor will pay the mort-  
gage money and inter-  
est, and observe the  
above proviso.

3. That the said mortgagor, his heirs, ex-  
ecutors, administrators, or some or one of  
them, shall and will well and truly pay or  
cause to be paid unto the said mortgagee,  
his heirs, executors, administrators or as-  
signs, the said sum of money in the above  
proviso mentioned, with interest for the  
same as aforesaid, at the days and times and  
in manner above limited for payment there-  
of, and shall and will in every thing well,  
faithfully and truly do, observe, perform,  
fulfil and keep all and singular the provi-  
sions, agreements and stipulations in the  
said above proviso particularly set forth,  
according to the true intent and meaning of  
these presents and of the said above pro-  
viso.

4. That the mortga-  
gor has a good title in  
fee simple to the said  
lands.

4. And also that the said mortgagor, at  
the time of the sealing and delivery hereof  
is and stands solely, rightfully and lawfully  
seized of a good, sure, perfect, absolute and  
indefeasible estate of inheritance in fee sim-  
ple of and in the lands, tenements and heri-  
editaments, and all and singular other the  
premises hereinbefore described, with their  
and every of their appurtenances, and of  
and in every part and parcel thereof, with-  
out any manner of trusts, reservations,  
limitations, provisoies or conditions, except  
those contained in the original grant thereof  
from the Crown, or any other matter or  
thing to alter, charge, change, encumber or  
defeat the same.

5. And that he has  
hath in himself good right, full power, and

## COLUMN ONE.

## COLUMN TWO.

the right to convey the said lands to the said mortgagee.

lawful and absolute authority to convey the said lands, tenements, hereditaments, and all and singular other the premises hereby conveyed or hereinbefore mentioned, or intended so to be, with their and every of their appurtenances unto the said mortgagee, his heirs and assigns, in manner aforesaid, and according to the true intent and meaning of these presents.

6. And that in default the mortgagee shall have quiet possession of the said lands.

6. And also that from and after default shall happen to be made of or in the payment of the said sums of money, in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing fulfilling, performing, or keeping of some one or more of the provisions, agreements, or stipulations, in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case it shall and may be lawful to and for the said mortgagee, his heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with their appurtenances, without the let, suit, hindrance, interruption, or denial of him, the said mortgagor, his heirs or assigns, or any other person or persons whomsoever.

7. Free from all encumbrances.

7. And that, free and clear, and freely and clearly acquitted, exonerated and discharged of and from all arrears of taxes and assessments whatsoever due or payable upon or in respect of the said lands, tenements, hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances, and of and from all manner of other charges or encumbrances whatsoever.

8. And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

8. And also that from and after default shall happen to be made of, or in the payment of the said sum of money in the said proviso mentioned, or the interest thereof, or any part of such money or interest, or of, or in the doing, observing, performing, fulfilling, or keeping of some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case the said mortgagor, his heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to, or out

## COLUMN ONE.

## COLUMN TWO.

of the lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with the appurtenances, or any part thereof, by, from, under, or in trust for him, the said mortgagor, shall and will from time to time and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs and assigns, make, do, suffer and execute, or cause or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law, for the further, better and more perfectly and absolutely conveying and assuring the said lands, tenements, hereditaments and premises, with the appurtenances, unto the said mortgagee, his heirs and assigns, as by the said mortgagee, his heirs or assigns, or his or their counsel learned in the law, shall or may be lawfully and reasonably devised, advised or required, so as no person who shall be required to make or execute such assurances shall be compelled for the making or executing thereof to go or travel from his usual place of abode.

9. And also that the said mortgagor will produce the title deeds enumerated hereunder, and allow copies to be made at the expense of the mortgagee.

9. And also that the said mortgagor and his heirs shall and will, unless prevented by fire or other inevitable accident, from time to time and at all times hereafter, at the request and proper costs and charges in the law of the said mortgagee, his heirs or assigns, at any trial or hearing in any action or suit at law or in equity or other judicature or otherwise as occasion shall require, produce all, every, or any deed, instrument, or writing hereunder written for the manifestation, defence and support of the estate, title and possession of the said mortgagee, his heirs and assigns, of, in, to, or out of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause or procure to be made and delivered unto the said mortgagee, his heirs and assigns, true and attested or other copies or abstracts of the same deeds, instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original deeds by the said mortgagee, his heirs and assigns.

10. And that the said mortgagor has done no act to encumber the said lands.

10. And also that the said mortgagor hath not at any time heretofore made, done, committed, executed, or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, or any part or parcel

## COLUMN ONE.

## COLUMN TWO.

thereof, are, is, or shall or may be in any wise impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

11. And that the said mortgagor will insure the buildings on the said lands to the amount of not less than        dollars.

11. And also that the said mortgagor, or his heirs, shall and will forthwith insure, unless already insured, and during the continuance of this security keep insured against loss or damage by fire in such proportions upon each building as may be required by the said mortgagee, his heirs or assigns, the buildings erected on the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, in the sum of dollars of lawful money of Canada, at least, in some insurance office to be approved of by the said mortgagee, his heirs or assigns, and pay all premiums and sums of money necessary for such purpose as the same shall become due, and will on demand assign, transfer and deliver over unto the said mortgagee, his heirs, executors, administrators or assigns, the policy or policies of insurance, receipt or receipts thereto appertaining, and if the said mortgagee, his heirs or assigns, shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payments, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt.

12. And the said mortgagor doth release to the said mortgagee all his claims upon the said lands subject to the said proviso.

12. And the said mortgagor by these presents doth release, remise, and for ever quit claim unto the said mortgagee, his heirs and assigns, all and all manner of right, title, interest, claim and demand whatsoever, both at law and in equity, of, unto and out of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, and every part and parcel thereof, so as that neither the said mortgagor, his heirs, executors, administrators or assigns shall or may at any time hereafter have, claim, pretend to, challenge or demand the said lands, tenements, hereditaments and premises, or any part thereof, in any manner howsoever, subject always to the said above proviso, but the said mortgagee, his heirs and assigns, and the said lands, tenements, hereditaments and premises, subject as aforesaid, shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever, which the said mortgagor, his heirs or assigns, might or could have upon the said mortgagee, his heirs or assigns, in respect

## COLUMN ONE:

## COLUMN TWO.

of the said lands, tenements, hereditaments and premises, or upon the said lands, tenements, hereditaments and premises.

13. Provided that the said mortgagee on default of payment for mortgagor, his heirs, executors or administrators shall make default in any payment — months may notice enter on of either of the same, according to the true and lease or sell the intent and meaning of these presents and of the proviso in that behalf hereinbefore contained, and calendar months shall have thereafter elapsed without such payment being made, (of which default, as also of the continuance of the said principal money and interest, or some part thereof, on this security, the production of these presents shall be conclusive evidence), it shall and may be lawful to and for the said mortgagee, his heirs or assigns, after giving written notice to the said mortgagor, his heirs or assigns, of his intention in that behalf, either personally or at his or their usual or last place of residence within the North-West Territories not less than

previous, without any further consent or concurrence of the said mortgagor, his heirs or assigns, to enter into possession of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, and to receive and take the rents, issues and profits thereof, and whether in or out of possession of the same to make any lease or leases thereof or of any part thereof, as he shall think fit, and also to sell and absolutely dispose of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, or any part or parts thereof, with the appurtenances, by public auction or private contract, or partly by public auction and partly by private contract, as to him shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, his heirs and assigns, or as he, she, or they shall direct and appoint, and to execute and do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid; and the said mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid, unless the same shall happen by reason of his wilful neglect or default; and it is hereby further agreed between the parties to these presents, that until such sale or sales shall be made as aforesaid, the said mortgagee, his heirs, executors, administrators or assigns shall and will stand and be possessed of and interested in the rents and profits of the said lands, ten-

## COLUMN ONE.

## COLUMN TWO.

ments, hereditaments and premises, in case he shall take possession of the same on any default as aforesaid, and after such sale or sales shall stand and be possessed of and interested in the moneys to arise and be produced by such sale or sales, or which shall be received by the mortgagee, his heirs or assigns, by reason of any insurance upon the said premises or any part thereof, upon trust in the first place to pay and satisfy the costs and charges of preparing for and making sales, leases and conveyances as aforesaid, and all other costs and charges, damages and expenses, which the said mortgagee, his heirs or executors, administrators or assigns shall bear, sustain, or be put to for taxes, rents, insurances and repairs, and all other costs and charges which may be incurred in and about the execution of any of the trusts in him hereby reposed, and in the next place to pay and satisfy the principal sum of money and interest hereby secured or mentioned or intended so to be, or so much thereof as shall remain due and unsatisfied up to and inclusive of the day whereon the said principal sum shall be paid and satisfied; and after full payment and satisfaction of all such sums of money and interest as aforesaid, upon this further trust that the said mortgagee, his heirs, executors, administrators or assigns, do and shall pay the surplus, if any, to the said mortgagor, his executors, administrators or assigns, or as he shall direct and appoint, and shall also in such event, at the request, costs and charges in the law of the said mortgagor, his heirs or assigns, convey and assure unto the said mortgagor, his heirs or assigns, or to such person or persons as he shall direct and appoint, all such parts of the said lands, tenements, hereditaments and premises as shall remain unsold for the purposes aforesaid, freed and absolutely discharged of and from all estate, lien, charge and encumbrance whatsoever by the said mortgagee, his heirs or assigns, in the meantime, so as no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go and travel from his usual place of abode; provided always, and it is hereby further declared and agreed by and between the parties to these presents, that, notwithstanding the power of sale and other the powers and provisions contained in these presents, the said mortgagee, his heirs or assigns, shall have and be entitled to his right of foreclosure of the equity of redemption of the said mortgagor, his heirs and assigns, in the said lands, tenements, hereditaments and premises, as fully and effectually as he might have exercised and enjoyed the same in case

## COLUMN ONE.

## COLUMN TWO

the power of sale and the other provisoes and trusts incident thereto had not been herein contained.

14. Provided the mortgagor may dis-  
train for arrears of interest.

14. And it is further covenanted, declared and agreed by and between the parties to these presents, that if the said mortgagor, his heirs, executors or administrators, shall make default in payment of any part of the said interest, at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said mortgagee, his heirs or assigns, to distrain therefor upon the said lands, tenements, hereditaments and premises, or any part thereof, and by distress warrant to recover by way of rent reserved, as in the case of a demise of the said lands, tenements, hereditaments and premises, so much of such interest as shall from time to time be or remain in arrear and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

15. Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

15. Provided always, and it is hereby further expressly declared and agreed by and between the parties to these presents, that if any default shall at any time happen to be made of or in the payment of the interest money hereby secured or mentioned or intended so to be, or any part thereof, then and in such case the principal money hereby secured or mentioned, or intended so to be, and every part thereof, shall forthwith become due and payable in like manner, and with the like consequences and defects to all intents and purposes whatsoever as if the time herein mentioned for payment of such principal money had fully come and expired, but that in such case the said mortgagor, his heirs or assigns, shall, on payment of all arrears under these presents, with lawful costs and charges in that behalf, at any time before any judgment in the premises recovered at law, or within such time as by the practice of equity relief therein could be obtained, be relieved from the consequences of non-payment of so much of the money secured by these presents, or mentioned or intended so to be, as may not then have become payable by reason of lapse of time.

16. Provided that until default of payment the mortgagor shall have quiet pos-  
16. And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that until default shall happen to be made of or in payment of the said sum of money hereby secured or mentioned or intended so to be, or the interest thereof, or any part of

## COLUMN ONE.

session of the said lands.

## COLUMN TWO.

either of the same, or the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with their and every of their appurtenances, and take and receive the rents, issues and profits thereof to his own use and benefit, without let, suit, hindrance, interruption, or denial of or by the said mortgagee, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may lawfully claim by, from, under, or in trust for him, her, them, or any or either of them.

17. And the said A. B., wife of the said mortgagor, hereby bars her dower in the said lands.

17. And the said A. B., wife of the said mortgagor, for and in consideration of the sum of dollars of lawful money of Canada, to her in hand paid by the said mortgagee at or before the sealing or delivery of these presents, the receipt whereof is hereby acknowledged by these presents, doth grant and release unto the said mortgagee, his heirs and assigns, all her dower and right and title which, in the event of her surviving her said husband, she might or would have to dower in, to, or out of the lands and premises hereby conveyed or intended so to be.

## THIRD SCHEDULE.

*Deed of Lease.*

This Indenture, made the day of Lease,  
in the year of our Lord one thousand eight hundred and "in pursuance of The Ordinance respecting Short Forms of Indentures," between

of the first part, and of the second part, [any recitals required may be here inserted] witnesseth that in consideration of the premises [if any recitals ; if not, omit "of the premises and"] of the rents, covenants and agreements hereinafter reserved and contained on the part of the said party of the second part, herein called the lessee (his or their) executors, administrators and assigns,

to be paid, kept, observed and performed, he (or they) the said party of the first part, hereinafter called the lessor, by these presents do [or doth] demise and lease unto the said lessee, his [or their] executors, administrators and assigns, all that messuage or tenement, lands and premises situate, or all that parcel or tract of land situate, lying and being [here insert a description of the premises with sufficient certainty]:

To have and to hold the said demised premises to the lessee, his executors, administrators and assigns, for and during the term of to be computed from the day of one thousand eight hundred and and from thenceforth next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted, unto the said lessor his [or their] heirs, executors administrators or assigns, the sum of to be payable on the following days and times, that is to say, [on etc., etc.,] the first of such payments to become due and be made on the day of next.

[Here insert any provisoes, conditions and covenants required.]

In witness whereof, etc., etc.

Signed, sealed and delivered in presence of

COLUMN ONE.

COLUMN TWO.

1. The said lessee doth hereby for himself, his heirs, executors and administrators with the tors, covenant with the said lessor that he, said lessor to pay rent. the said lessee, his executors, administrators and assigns, will, during the said term pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.
2. And to pay taxes. 2 And also will pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof.
3. And to repair. 3 And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises, with the appurtenances, in good and substantial repair, and all fixtures and

COLUMN ONE.

COLUMN TWO

things thereto belonging, or which at any time during the said term shall be erected and made, when, where, and so often as need shall be.

4. And to keep up fences.

4. And also will, from time to time during the said term, keep up the fences and walls of or belonging to the said premises, and make anew any parts thereof that may require to be new made, in a good and substantial manner, and at proper seasons of the year.

5. And not to cut down timber.

5. And also will not at any time during the said term, hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs.

6. And that the said lessor may enter and view state of repair, and that the said lessee will repair according to notice.

6. And it is hereby agreed that it shall be lawful for the lessor and his agents at all reasonable times during the said term to enter the said demised premises to examine the condition thereof, and further that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee, his executors, administrators and assigns, will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly.

7. And will not assign or sublet without leave.

7. And also that the lessee shall not nor will, during the said term, assign, transfer or set over, or otherwise by any act or deed, procure the said premises, or any of them, to be assigned, transferred, set over or sublet unto any person or persons whomsoever, without the consent in writing of the lessor, his heirs or assigns, first had and obtained.

8. And that he will leave premises in good repair.

8. And further, the lessee will, at the expiration, or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor, the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire only excepted.

9. Proviso for re-entry by the said lessor on non-payment of rent or non-performance of covenants.

9. Provided always, and it is hereby expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for thirty days after any one of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the lessee, his executors, administrators or assigns, then and in either

## COLUMN ONE.

## COLUMN TWO.

of such cases, it shall be lawful for the lessor at any time thereafter, into and upon the said demised premises or any part thereof in the name of the whole, to re-enter and the same to have again, re-possess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

10. The said lessor covenants with lessee for quiet enjoyment.

10. And the lessor doth hereby for himself, his heirs, executors, administrators and assigns, covenant with the lessee, his executors, administrators and assigns, that he and they paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, his heirs, executors, administrators and assigns; or any other person or persons lawfully claiming by, from, or under him, them or any of them.

*No. 2 of 1881.*

*An Ordinance respecting Security to be given  
by Public Officers.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows :

1. Whenever a Sheriff, Registrar, Clerk of any Court, Bailiff, or any other public officer, is required to give security for the performance of his duties, or other security of a like nature, and whether such security enures for the benefit of the crown or of any person injured by the default or misconduct of such officer, the Lieutenant-Governor in Council may, by Order in Council, direct that the bond or policy of guarantee of any incorporated or joint stock company empowered to grant guarantees, bonds, covenants, or policies for the integrity and faithful accounting of public officers, or other like purposes, and named by such Order in Council, may be accepted as such security, upon such terms as may be determined by the Lieutenant-Governor in Council; and the provisions of law with reference to the legal effect of such securities when given by individuals, to the filing thereof, and to the mode of proceeding thereon, shall apply to the security given by every such company.
2. The interim receipt of such company may be accepted in lieu of the formal security, but the formal security shall be completed within four months from the date of such receipt.
3. Every covenant hereafter entered into for or in behalf of any public officer, in pursuance of any statute or ordinance requiring security from any such officer, or in pursuance of the preceding sections, shall enure for the benefit of Her Majesty; and Her Majesty may bring and maintain an action thereon in respect of any damages suffered by Her Majesty or by the public on account of any misconduct, neglect or default of the officer in either instance, with the like effect as any

private person suffering damages as aforesaid might, and may also sue in any other mode by which Her Majesty may sue upon a covenant.

*Limitation as  
to liability of  
surety of pub-  
lic officers.*

4. Where any person, company or corporation is surety for the performance by any public officer, or by any person appointed to any civil office, employment or commission who is obliged to give security as the Lieutenant-Governor in Council may require, or to any office or employment of public trust, whether the suretyship is for the benefit of the Crown or enures for the benefit of any person injured by the default or misconduct of such officer or other person, and any action or suit is brought upon the bond, covenant, policy, or recognizance of suretyship, no damages shall be recovered in the said action or suit against such surety except as to matters and causes of action which have arisen within six years next before the commencement of the said action or suit.

*Affidavit of  
execution of  
surety bond  
or other  
security.*

5. Wherever by any statute or ordinance any person appointed to any public office, or authorized to perform any official duties, is required to give or enter into any bond or other security for the performance of his duties, such person shall cause every such bond or security to be proved, as to the due execution thereof, by an affidavit of the attesting witness written or attached thereto: such affidavit to be made before a justice of the peace, and to be in the following form:

NORTH-WEST TERRITORIES. { I, G. H., of \_\_\_\_\_ do make \_\_\_\_\_  
oath and say, that I am the person whose name is subscribed to the annexed bond as the attesting witness (or one of the attesting witnesses) to the execution thereof, and the signature set and subscribed thereto as such attesting witness is of my proper handwriting; that I was present and did see the said bond duly signed and executed by the several parties thereto (or by A. B. and C. D., two of the parties executing the same, or as the case may be;) and that I know the said

G. H.

Sworn before me at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ 18\_\_\_\_

*No. 3 of 1881.**An Ordinance to Extend and Amend the Registration of Titles Ordinance.*

[PASSED 10TH JUNE, 1881.]

Whereas it is expedient to extend and amend Ordinance No. 9 of 1879, intituled "An Ordinance respecting the Registration of Deeds and other Instruments relating to lands in the North-West Territories,"

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows:

1. The said Ordinance may be cited as "The Registration of Titles Ordinance, 1879," and this Ordinance as "The Registration of Titles Ordinance, 1881," and both may be together cited as "The Registration of Titles Ordinances, 1879 and 1881."

2. Subject to the provisions of "An Ordinance respecting security to be given by public officers," every Registrar of Deeds now or hereafter to be appointed, when required so to do by the Lieutenant-Governor, shall execute and enter into a joint and several covenant in duplicate, with two sufficient sureties to be approved by the Lieutenant-Governor, for such amounts as may be fixed by Order in Council; such covenant to be in the following form:

Know all men by these presents, that we, A. B., Registrar for . and C. D., of and E. F., of do hereby jointly and severally, for ourselves and each of our heirs, executors and administrators, covenant and promise that the said A. B., as Registrar for shall well, truly and faithfully perform the duties and obligations of his office as such Registrar, and that neither he nor his deputy shall negligently or wilfully misconduct himself in his said office to the damage of any person or persons whomsoever; nevertheless it is hereby declared that no greater sum shall be recovered under this covenant against the several parties hereto than the following, that is to say: against the said A. B., in the whole, dollars; against the said C. D. and E. F., dollars respectively.

In witness whereof we have hereto set our hands and seals this day of 18

Signed, sealed and delivered in }  
the presence of }

f

**Filing of co-  
venants.** 3. One of such duplicate covenants shall be forthwith transmitted to the Clerk of the Council, to be by him filed in the office of the Lieutenant-Governor, and the other duplicate shall be placed on file in the office of the Registrar giving the same, where it may be examined, free of charge, by any person who has paid registration fees.

**New cove-  
nants and  
sureties.**

4. Every Registrar may at any time be required by the Lieutenant-Governor in Council to execute new covenants in the form and to the effect hereinbefore provided, or to furnish other sureties, as may be deemed expedient, or both.

**Powers, etc.,  
of Registrar  
extended to  
District  
Registrars.**

5. The several powers, rights and duties vested in and imposed upon the Registrar by the said Ordinance are hereby extended to the District Registrars now or hereafter to be appointed; and this section shall be deemed to have been in force on and from the first day of March, A.D. 1881.

**Section 8 of  
Ordinance 9  
of 1879 amend-  
ed.**

6. Section eight of the said Ordinance is hereby amended by repealing sub-section (1) thereof and substituting therefor the following:

“ (1) The General Registrar, any District Registrar, a Stipendiary Magistrate, a Justice of the Peace, or a Notary Public of the North-West Territories.”

**New Forms D  
and F.**

7. Forms D and F at the end of the said Ordinance are hereby repealed and the following substituted therefor:

**FORM D.**

(Referred to in Sections 17 & 18 of “*The Registration of Titles Ordinance, 1879.*”)

I certify that the within instrument is duly entered and registered in the registry office for North-West Territories, in Book at o'clock on the day of A.D. 18 Number .....

Registrar for \_\_\_\_\_

**FORM F.**

(Referred to in Section 21 of “*The Registration of Titles Ordinance, 1879.*”)

To the General Registrar for the North-West Territories (or to the District Registrar for as the case may be.)

I, of do certify that has satisfied all money due on or to grow due on [or has satisfied the sum of dollars mentioned in] a certain mortgage made by of to which mortgage bears date the day of A.D. 18 , and was registered in the registry office for the day of A.D. 18 , at minutes past on

o'clock of the      noon, in Book      as No.      [here mention the day and date of registration of each assignment thereof and the names of the parties, or mention that such mortgage has not been assigned, as the fact may be]; and that I am the person entitled by law to receive the money; and that such mortgage [or such sum of money as aforesaid, or such part of the lands as is herein particularly described, that is to say      ] is therefore discharged.

Witness my hand this

day of

A.D 18

A. B.

[*One witness.*]

*No. 4 of 1881.**An Ordinance respecting the Office of Sheriff.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows:

**Security by Sheriff.**

1. Subject to the provisions of "An Ordinance respecting security to be given by Public Officers," the Sheriff now or hereafter to be appointed in and for the North-West Territories, when required so to do by the Lieutenant-Governor, shall execute and enter into a joint and several covenant in duplicate, with two or more sureties approved by the Lieutenant-Governor, in such form as may be prescribed, and for such amounts respectively as may from time to time be fixed by Order of the Lieutenant-Governor in Council in that behalf.

**Covenants to be filed.**

2. One of the duplicate covenants and any affidavit attached to the same shall be forwarded by the Sheriff to the Clerk of the Council, to be by him filed in the office of the Lieutenant-Governor, and the other duplicate covenant, with any affidavit attached thereto, shall be forwarded to the clerk of the court of civil jurisdiction nearest to the office of the said Sheriff, to be by the said clerk filed in his office; and every person shall be entitled to inspection at proper office hours, and to a copy of any such bond or bonds or other security at the office of such clerk of court, upon payment of twenty-five cents for every inspection, and one dollar for every copy.

**Limitation of liabilities of sureties.**

3. In case any new security be required at any time by the Lieutenant-Governor in Council, the former sureties shall only be liable for or on account of defaults or misfeasances suffered or committed by the Sheriff previous to the perfecting of the new security, and not as to any subsequent default or misfeasance.

4. The sureties of the Sheriff shall be liable to indemnify the party or parties to any legal proceeding against any omission or any default of the Sheriff or any deputies or bailiffs appointed by him, in not paying over moneys received by him or them, and against any damage sustained by any such party or parties in consequence of the Sheriff's or any of his deputies' or bailiffs' wilful or neglectful misconduct in his or their office ; and the Sheriff shall be joint defendant in any action to be brought upon such covenant.

5. If any bailiff or constable entrusted with the execution of any writ, warrant, process, mesne or final, wilfully misconduct himself in the execution of the same, or wilfully makes any false return to such writ, warrant or process, unless by the consent of the party in whose favor the process issued, or for not paying over moneys received by him, he shall answer in damages to any party aggrieved by such misconduct, false return or non-payment of moneys as aforesaid.

6. When the Sheriff dies, is removed from or resigns his office, and within the space of eighteen months after such death removal or resignation, no misbehavior appears to have been committed by such Sheriff in the execution of his office, then at the end of the said eighteen months the bond or bonds or other security so entered into shall become void and of no effect as to such sureties, to all intents and purposes whatsoever; but such Sheriff, his heirs, executors and administrators or curators respectively, shall not be exonerated if misfeasance, malfeasance or nonfeasance in office be afterwards discovered and established, except that the sureties of every such Sheriff shall remain bound and liable by virtue of and to the amount mentioned in the bond or bonds or security for all moneys levied by such Sheriff, until the expiration of one year after the date of any judgment by which such Sheriff, his heirs, or legal representatives is or are required to pay over the said moneys to the person or persons entitled to receive the same.

7. No Sheriff, Deputy Sheriff, bailiff or constable shall, directly or indirectly, purchase any goods or chattels, lands or tenements, by him exposed to sale under execution.

8. The Sheriff shall keep in his office, open to the inspection of any person free of charge, the following books, namely :

(1) Execution books, for goods and lands respectively, in which shall be entered a memorandum of every writ of execution, or writ in the nature of a writ of execution, the court out of which the same issued, the names of the parties thereto, the attorney by whom issued, the date of return, and the nature of the return made thereto, or what was done thereunder or therewith ; and

(2) A cash book, in which shall be entered all cash received or paid away by the Sheriff in his official capacity, or in connection with his office, for any service whatever—for fees, poundage, service of process and papers, attendance at courts, moneys levied under execution, or under writs in the nature of writs of execution, or otherwise, the date of the receipt or payment, the cause, matter or service in which or on account of which the same was received or paid away.

**Cost of books provided for.**

9. It shall be the duty of the Sheriff to supply himself with the books in the next preceding section mentioned and an account of the cost thereof shall be forwarded to the Lieutenant-Governor for payment.

**Books, etc., property of Government of North-West Territories.**

10. All books, accounts, records, papers, writs, warrants, process, moneys and other matters and things in the possession or under the control of the Sheriff, by virtue of or appertaining to, his office as Sheriff, shall be the property of the Government of the North-West Territories, and the same and every of them shall, immediately upon the resignation, removal from office or death of any such Sheriff, be by the party in whose possession or control they may come or happen to be, handed over to and taken possession of by the successor in office of such Sheriff, or such person as the Lieutenant-Governor may appoint to receive the same.

**No person other than Sheriff's successor to hold office books, etc.**

11. No person except the successor in office of the Sheriff so resigning, being removed or dying, or the person so to be appointed by the Lieutenant-Governor as aforesaid, shall take, have or hold any such books, accounts, records, papers, writs, warrants, process, moneys, or other matters or things ; and any person having or holding any of the matters aforesaid shall forthwith on demand deliver over the same and every of them to the said succeeding Sheriff or to the person so to be appointed as aforesaid ; and upon any such person neglecting or refusing so to do, on conviction thereof before a Stipendiary Magistrate, he shall be liable to pay a penalty not exceeding one hundred dollars.

12. The Sheriff, after resigning office, or removal from office, or his heirs, executors or administrators, shall or may, at any and at all time or times thereafter have the right and be at liberty to have access to, search and examine into any or all accounts, books, papers, warrants and process of whatever kind, and all other matters or things which were formerly in possession of him the said Sheriff before his resignation or removal, and which at the time of making or requiring to make such search or examination are in the possession or control of the succeeding Sheriff, free of all costs, charges and expenses.

13. In case of the death, resignation or removal of the Sheriff after he has made a sale of lands but before he has made a deed of conveyance of the same to the purchaser, such deed of conveyance shall be made to the purchaser by the Sheriff who is in office acting as Sheriff as aforesaid at the time when the deed of conveyance is made.

*No. 5 of 1881.*

*An Ordinance respecting Mortgages and Sales of Personal Property.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows :

*Mortgages of chattels not attended with change of possession shall be void as against creditors, etc., unless registered.*

1. Every mortgage, or conveyance intended to operate as a mortgage of goods and chattels, made in the North-West Territories, which is not accompanied by an immediate delivery and an actual and continued change of possession of the things mortgaged, or a true copy thereof, shall, within fifteen days from the execution thereof, be registered as hereinafter provided, together with the affidavit of a witness thereto of the due execution of such mortgage or conveyance or of the due execution of the mortgage or conveyance of which the copy filed purports to be a copy, and also with the affidavit of the mortgagee, or one of several mortgagees, or of the agent of the mortgagee or mortgagees, stating that the mortgagor therein named is justly and truly indebted to the mortgagee in the sum mentioned in the mortgage, that it was executed in good faith and for the express purpose of securing the payment of money justly due or accruing due, and not for the purpose of protecting the goods and chattels mentioned therein against the creditors of the mortgagor or of preventing the creditors of such mortgagor from obtaining payment of any claim against him ; and every such mortgage or conveyance shall operate or take effect upon, from and after the day and time of the execution thereof.

*Mortgages of chattels to indemnify, etc., valid if registered.*

2. In case of an agreement in writing for future advances for the purpose of enabling the borrower to enter into and carry on business with such advances, and in case of a mortgage of goods and chattels for securing the mortgagee repayment of such advances, or in case of a mortgage of goods and chattels for securing the mortgagee against the endorsement of any bills or

promissory notes or any other liability by him incurred for the mortgagor, and in case the mortgage is executed in good faith, and sets forth fully by recital or otherwise the terms, nature and effect of the agreement and the amount of liability intended to be created, and in case such mortgage is accompanied by the affidavit of a witness thereto as of the due execution thereof, and by the affidavit of the mortgagee or his agent stating that the mortgage truly sets forth the agreement entered into between the parties thereto, and truly states the extent of the liability intended to be created by such agreement and covered by such mortgage, and that such mortgage is executed in good faith and for the express purpose of securing the mortgagee repayment of his advances or against the payment of the amount of his liability for the mortgagor, as the case may be, and not for the purpose of securing the goods and chattels mentioned therein against the creditors of the mortgagor, nor to prevent such creditors from recovering any claims which they may have against such mortgagor, and in case such mortgage is registered as hereinafter provided, the same shall be as valid and binding as mortgages mentioned in the first section of this Ordinance.

3. Every sale of goods and chattels not accompanied by an immediate delivery and followed by an actual and continued change of possession of the goods and chattels sold shall be in writing, and such writing shall be a conveyance under the provisions of this Ordinance, and shall be accompanied by an affidavit of a witness thereto of the due execution thereof, and an affidavit of the bargainee, or one of several bargainees, or of the agent of the bargainee or bargainees, that the sale is *bona fide* and for good consideration, as set forth in the said conveyance, and not for the purpose of holding or enabling the bargainee to hold the goods mentioned therein against the creditors of the bargainer; and such conveyance and affidavits shall be registered as hereinafter provided within fifteen days from the executing thereof, otherwise the sale shall be absolutely void as against the creditors of the bargainer and as against subsequent purchasers or mortgagees in good faith.

Sales of goods not accompanied with delivery to be registered, or else to be void against creditors, etc., of vendor.

4. Such registration shall only have effect in the Effect of registration. registration division wherein such registration has been made.

Unless registered, mortgage or conveyance void.

5. In case such mortgage or conveyance and affidavits are not registered as hereinbefore provided, the mortgage or conveyance shall be absolutely null and void as against creditors of the mortgagor, and against subsequent purchasers or mortgagees in good faith for valuable consideration.

Property to be well described.

6. All the instruments mentioned in this Ordinance, whether for the mortgage or sale of goods and chattels, shall contain such sufficient and full description thereof that the same may be readily and easily known and distinguished.

How registration to be made.

7. The instruments mentioned in the preceding sections shall be registered in the office of the Clerk of the District Court for the division in which the property is at the time of the execution of the instrument, who for such purposes shall be a Registration Clerk; and if in any part of the Territories there shall be no District Court Clerk, then in the office of such Registration Clerk as the Lieutenant-Governor shall appoint for such division of any judicial district constituted by him for that purpose; and a copy thereof certified by such Clerk may be registered in the office of any other Clerk of a District Court; and such Clerks shall file all such instruments presented to them respectively for that purpose, and shall endorse thereon the time of receiving the same in their respective offices, and the same shall be kept there for the inspection of all persons interested therein, or intending or desiring to acquire any interest in all or any portion of the property covered thereby.

Duty of Clerk.

8. Every such Clerk shall number each instrument or copy filed in his office, and shall enter in alphabetical order in a book to be provided by him the names of all the parties to such instrument, with the number endorsed thereon opposite to each name; and such entry shall be repeated alphabetically under the name of every party thereto.

Mortgages of chattels must be periodically renewed.

9. Every mortgage or copy thereof filed in pursuance of this Ordinance shall cease to be valid as against the creditors of the persons making the same, and against subsequent purchasers or mortgagees in good faith for valuable consideration, after the expiration of one year from the filing thereof, unless within thirty days next preceding the expiration of the said term of one year a statement exhibiting the interest of the mortgagee in the property claimed by virtue thereof, and a

full statement of the amount still due for principal and interest thereon, and of all payments made on account thereof, is again filed in the office of the Registration Clerk of the division where the property is then situate, with an affidavit of the mortgagee or of one of several mortgagees, or of the assignee or one of several assignees, or of the agent of the mortgagee or assignee, or mortgagees, or assignees, as the case may be, stating that such statements are true, and that the said mortgage has not been kept on foot for any fraudulent purpose.

10. Such statement and affidavit shall be in the following form, or to the like effect:

STATEMENT exhibiting the interest of C. D. in the property mentioned in a chattel mortgage dated the day of A.D. 18, made between A. B., of , of the one part, and C. D., of , of the other part, and filed in the office of the Clerk of Judicial District, Division No. [as the case may be], on the day of 18, and of the amount due for principal and interest thereon, and of all payments made on account thereof.

The said C. D. is still the mortgagee of the said property, and has not assigned the said mortgage [or the said E. F. is the assignee of the said mortgage by virtue of an assignment thereof from the said C. D. to him, dated the 18 day of 18, or as the case may be].

No payments have been made on account of the said mortgage for the following payments, and no other, have been made on account of the said mortgage:

18 .—Jan. 1.—Cash received ..... 82

[Here give the computation.]

C. D.

North-West Territories. }  
To wit. }

I, of the  
mortgagee named in the chattel mortgage mentioned  
in the foregoing [or annexed] statement [or assignee  
of the mortgagee named in the  
chattel mortgage mentioned in the foregoing [or an-  
nexed] statement, as the case may be], make oath  
and say:

1. That the foregoing [or annexed] statement is true.
2. That the chattel mortgage mentioned in the said statement has not been kept on foot for any fraudulent purpose.

Sworn before me at

in the North-West Territories, this  
day of 18

11. The affidavit required by the ninth section may be made by any next of kin, executor or administrator of any deceased mortgagee, or by any assignee claiming <sup>Affidavit by whom made.</sup>

by or through any mortgagee, or any next of kin, executor or administrator of any such assignee; but if the affidavit is made by any assignee, next of kin, executor or administrator of any such assignee, the assignment, or the several assignments through which such assignee claims shall be filed in the office in which the mortgage is originally filed, at or before the time of such refiling by such assignee, next of kin, executor or administrator of such assignee.

*Copy of instrument certified by clerk to be evidence of receipt and filing.*

12. A copy of such original instrument, or of a copy thereof, so filed as aforesaid, including any statement made in pursuance of this Ordinance, certified by the clerk in whose office the same has been filed, shall be received in evidence in all courts, but only of the fact that such instrument or copy and statement, were received and filed according to the endorsement of the clerk thereon, and of no other fact; and in all cases the original endorsement by the said clerk, made in pursuance of this Ordinance upon any such instrument or copy, shall be received in evidence only of the fact stated in such endorsement.

*Certificate of discharging mortgages.*

13. Where any mortgage of goods and chattels is registered under the provisions of this Ordinance, such mortgage may be discharged by the filing in the office in which the same is registered of a certificate signed by the mortgagee, his executors or administrators, in the form given to the schedule hereto, or to the like effect.

*Entering certificate of discharge.*

14. The officer with whom the chattel mortgage is filed, upon receiving such certificate, duly proved by the affidavit of a subscribing witness, shall, at each place where the number of such mortgage has been entered with the name of any of the parties thereto, in the book kept under section eight of this Ordinance, or wherever otherwise in the said book the said mortgage has been entered, write the words, "Discharged by certificate number (stating the number of the certificate)"; and to the said entry such officer shall affix his name, and he shall also endorse the fact of such discharge upon the instrument discharged, and shall affix his name to such endorsement.

*Entry of assessment of mortgages.*

15. In case any registered chattel mortgage has been assigned, such assignment may, upon proof by the affidavit of a subscribing witness, be numbered and entered in the alphabetical chattel mortgage book,

in the same manner as a chattel mortgage, and the proceedings authorized by the two next preceding sections of this Ordinance may and shall be had upon a certificate of the assignee, proved in manner aforesaid.

16. For services under this Ordinance each clerk ~~fees~~ aforesaid shall be entitled to receive the following fees:

(1) For filing each instrument and affidavit, and for entering the same in a book as aforesaid, fifty cents;

(2) For filing assignment of each instrument and for making all proper endorsements in connection therewith, fifty cents;

(3) For filing certificate of discharge of each instrument and for making all proper entries and endorsements connected therewith, fifty cents;

(4) For searching for each paper, ten cents; and

(5) For copies of any document, with certificate prepared, filed under this Ordinance, twenty-five cents for every hundred words.

17. All affidavits and affirmations required by this Ordinance shall be taken and administered by any justice of the peace or notary public in or out of the Territories, or Registration Clerk, and the sum of twenty-five cents shall be paid for every oath thus administered.

### SCHEDULE.

*Vide Section Thirteen.*

Discharge of  
mortgage.

### FORM OF DISCHARGE OF MORTGAGE.

To the

I, A. B., of [here mention the name and address of the mortgagor] do certify that  
has satisfied all money due on, or to grow due on, a certain chattel mortgage made by [here mention the name and address of the mortgagee] to [here mention the name and address of the assignee]  
which mortgage bears date the [here mention the date] day of [here mention the month]  
A.D. 18 [here mention the year], and was registered [or in the case the mortgage has been renewed under sections nine and ten, was renewed] in the office of the [here mention the name of the office] on the [here mention the date] A.D. 18  
as number [here mention the number] [here mention the day and date of registration of each assignment thereof, and the names of the parties, or mention that such mortgage has not been assigned, as the fact may be]; and that I am the person entitled by law to receive the money; and that such mortgage is therefore discharged.

Witness my hand this [here mention the day and date of the discharge]

day of

A.D. 18 .

A. B.

Witness, stating residence and occupation.

*No. 6 of 1881.**An Ordinance respecting Trespassing and Stray Animals.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows :

Interpreta-  
tion.

1. In the construction of this Ordinance,

(1) The word "animal" shall mean any horse, mule, jack, sheep, goat, neat cattle, swine, or geese;

(2) The word "trespasser" shall mean any animal which breaks into any ground enclosed by a lawful fence;

(3) The word "estray" shall mean any stallion of the age of one year or upwards, any swine or geese running at large, and any bull one year old or upwards running at large between the first day of February and the first day of June : provided always that the Lieutenant-Governor on an application signed by ten farmers of any pound district constituted as hereinafter provided, or of any other part of the Territories, may order that any bull of such age running at large in such pound district, or any other part of the Territories described in such order, at any season named in such order, shall be accounted an estray, or not an estray ; and it shall be lawful for the Lieutenant-Governor on a like application in any ensuing year to rescind such order.

Appointment  
of pound-  
keepers.

2. It shall be lawful for the Lieutenant-Governor to constitute by order any part of the North-West Territories into a pound district and to appoint therefor a pound-keeper.

Impounding  
trespassers.

3. It shall be lawful for the owner or occupier of any land surrounded by a lawful fence, or his agent, to capture any trespasser upon such land, and drive and deliver the same to the pound-keeper of the pound district in which the trespass was committed ; and the said pound-keeper shall impound such trespasser, and shall be responsible for the feed and safe-keeping there-

of so long as he is legally bound to hold the same ; and he shall be empowered to collect the amount of the damages caused by, and all charges for the keep and other incidental expenses connected with such trespasser, before delivering up the same to the owner ; and it shall be the duty of the captor to leave with the pound-keeper a statement in writing of his claim for damages done by such trespasser, and his reasonable charges incurred in driving the trespasser to and delivering the same to the pound-keeper.

4. It shall be lawful for any resident in the North-West Territories to capture any stray found within any pound district, or within ten miles of any pound district, and drive and deliver the same to the pound-keeper of such district ; and the said stray shall be dealt with in every way as a trespasser under this Ordinance.

5. In every case where damage shall be done to the enclosed lands of any person by any of the animals hereinbefore mentioned breaking the fences enclosing the same, such animal shall be considered and treated as a trespasser within the meaning of this Ordinance, if that part of the fence broken by such animal were lawful, although other parts of the enclosing fence may not be lawful ; and any animal hereinbefore mentioned breaking through a division fence which its owner is bound to repair and keep up shall be considered and treated as a trespasser within the meaning of this Ordinance, although the said fence shall not be a lawful fence.

6. The owner or occupant of any land, or the person in charge of any animal, shall be liable for any damages caused by such animal under his charge as though such animal were his own property : and the owner of any animal not permitted to run at large by law shall be liable for any damages done by such animal, although the fence enclosing the premises was not a lawful fence.

7. The person capturing any animal shall, at the time of delivering the same to the pound-keeper, deposit poundage fees, if such are demanded, and with the statement of his demand, as hereinbefore provided, give to the pound-keeper, with a surety, if required by the pound-keeper, his written agreement in the words, or to the following effect :

“ I (or we) do hereby agree that I (or we) will pay to the owner of the (describing the animal) by me, A.

" B., this day impounded, all costs to which the said owner may be put in case the distress by me, the said A. B., proves to be illegal, or in case the claim for damages by me, the said A. B., fails to be established."

8. The owner of any animal impounded shall at any time be entitled to his animal on demand made therefor without payment of any poundage fees, on giving satisfactory security to the pound-keeper for all costs, damages and poundage fees that may be established against him.

9. On the pound-keeper impounding an animal it shall be his duty—

**Pound-keeper's duties.**

(1) If the owner be known, to immediately notify him of such impounding, and if such owner refuse within three days after such notification to pay all lawful damages and other charges, and take away his animal, by posting notices in three of the most public places in the pound district, and upon the day named in such notice for such sale, to sell such animal by public auction;

(2) If the owner be not known, to cause to be posted forthwith in three of the most public places in the pound district, and if reasonably practicable to be inserted in the nearest newspaper published in the Territories (in both English and French if apparently necessary), a notice giving as near as possible all the marks, natural and artificial, color, and probable age of such animal; and after the expiration from the date of such notice of—

(a) Twenty days,

If the animal be a horse, mule jack, or one of the neat cattle species and over two years old, and

(b) Six days,

If the animal be of the last mentioned kinds under two years old, or of any other kind of any age—

if no owner be found, the pound-keeper shall advertise and sell the animal in the same manner as herein provided when the owner is known.

**Proceeds, how applied.**

10. The pound-keeper shall apply the proceeds of any such sale as follows:

(1) To the payment of his own proper charges;

(2) To the payment of the captor's reasonable charges and damages;

(3) The balance to the owner of the animal sold, if known, and if not known, after the same has remained in his hands for three months unclaimed, to the Lieutenant-Governor, to become, if still unclaimed for one year thereafter, a part of the revenue of the Territories.

11. The pound-keeper shall neither directly nor <sup>Pound-keep-  
er not to pur-  
chase at sale.</sup> indirectly become the purchaser at any sale conducted under his direction.

12. The persons mentioned in this Ordinance shall fees. be entitled to receive the following amounts:

(1) The owner or occupier of the land injured by a trespasser, or the captor of an estray, for driving and delivering the same to the pound-keeper—

His reasonable expenses;

(2) The pound-keeper—

For every stallion or bull, fifty cents; for every other horse, mule or jack, or head of cattle or swine, twenty-five cents; for every sheep, goat or goose, each ten cents—for each day the same shall be impounded, for their support;

For notifying owner of animal impounded, fifty cents;

For posting notices, if owner not known, one dollar; and the actual cost of newspaper advertisements when incurred;

For posting notices of sale, one dollar;

And for each mile necessarily travelled in the performance of his duties, ten cents;

And two and one-half per cent. commission upon the amount realized on the sale, for selling animal and applying proceeds according to the provisions of this Ordinance.

13. The owner of any animal captured or impounded under the provisions of this Ordinance shall be entitled to recover the same from any person in whose possession such animal may be, upon tender of all damages committed and the charges incurred up to the time of the tender.

How owners may recover possession of animals impounded.

14. A pound-keeper guilty of any neglect of duty <sup>Penalty on  
pound-keep-  
ers for ne-  
glect of duty.</sup> imposed upon him by this Ordinance shall be liable to a penalty of not more than one hundred dollars, upon

the complaint only of the party who suffers by such neglect.

**Rescue.**

15. If any person shall rescue any trespasser or estray from the person lawfully taking the same to the pound, he shall be liable to a penalty of not more than twenty dollars ; and if any person shall make a breach of any pound, or shall unduly set at large any animal impounded, he shall be liable to a penalty of not more than forty dollars.

**Disputes.**

16. In case of dispute between any of the parties mentioned in this Ordinance, or of any complaint being made that any penalty has been incurred, the same may be brought before a justice of the peace and disposed of by him in a summary manner.

**All other rights of action reserved.**

17. Nothing herein contained shall be construed to impair the right of action under any statute, ordinance, or the common law, for damages occasioned by trespassers within the meaning of this Ordinance.

**Returns of pound-keepers to Lieut.-Governor.**

18. Every pound-keeper shall forward to the Lieutenant-Governor, on the thirty-first day of December in each year, a return in such form as he may direct, showing all cattle impounded during the year, and the amount of damages and other charges paid, and all sales made by him, and the surplus, if any, on each sale, and how such surplus was disposed of.

*No. 7 of 1881.*

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*An Ordinance respecting Marriages.*

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[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows :

1. The ministers and clergymen of every church <sup>who may</sup> and religious denomination, duly ordained and appointed <sup>to solemnize</sup> marriages. ed according to the rites and ceremonies of the churches and denominations to which they respectively belong, and resident in Canada, and having ecclesiastical oversight of any congregation or part of a congregation in the North-West Territories, by virtue of such ordination and appointment, and according to the rites and usages of their own respective churches or denominations, and Commissioners appointed for that purpose by the Lieutenant-Governor, may solemnize marriage between any two persons not under a legal disqualification to contract marriage.

2. No Marriage Commissioner shall solemnize marriage unless the parties to the intended marriage <sup>when and</sup> <sup>how to be</sup> produced to him the license required by section three of this Ordinance ; and no minister or clergyman shall solemnize marriage unless a license is produced as aforesaid ; or unless the intention of the two persons, by publication of banns, to intermarry, has been proclaimed at least once openly on a Sunday in some public religious assembly ; or unless he has satisfied himself that there is no legal impediment to the proposed marriage ; in which latter case such minister or clergyman shall insert in the certificate of marriage herein-after required words to the following effect :

“ And I further certify that previous to solemnizing such marriage I fully satisfied myself that there was no legal impediment to the said parties intermarrying.”

**Licenses.**

3. Marriage licenses shall be in the Form "A" at the end of this Ordinance, and shall be supplied from the office of the Lieutenant-Governor to such persons as he may from time to time appoint to issue the same to applicants for such licenses.

**By Lieut.-Governor.**

4. Every license under the hand and seal of the Lieutenant-Governor shall be and remain valid, notwithstanding the Lieutenant-Governor who signs the same has ceased to hold office before the time of its issue.

**Issuer to sign**

5. Every issuer of marriage licenses shall sign each license as the same is issued by him.

**Affidavit before issuer.**

6. Before a license is granted by any issuer, one of the parties to the intended marriage shall personally make an affidavit before him to the effect of the Form "B" at the end of this Ordinance.

**Further proof may be required before issuer.**

7. In case the issuer has knowledge or reason to suspect that any of the statements in the affidavit of any applicant for a marriage license are not correct, the said issuer shall require further evidence to his satisfaction before issuing the license; and a copy of all such affidavits and evidence shall be placed on file in his office.

**What consent and when necessary.**

8. The father, if living, of any person under twenty-one years of age (not being a widower or widow), or if the father is dead, then the mother of the minor, or if the mother is dead, then the lawfully appointed guardian or the acknowledged guardian who may have brought up or for three years immediately preceding the intended marriage supported or protected the minor, shall have authority to give consent to such marriage.

**Returns of licenses.**

9. Every issuer of marriage licenses shall, on the first days of January and July in each year, make a return to the Lieutenant-Governor of all licenses issued by him during the preceding six months, with the names of the parties to whom issued, and shall accompany such return with the original affidavit taken in each instance; and whenever called upon, return to the Lieutenant-Governor all unissued licenses, the property of which shall remain vested in Her Majesty.

10. All marriages shall be solemnized in the presence of two or more credible witnesses besides the

minister, clergyman or marriage commissioner performing the ceremony; and every person solemnizing a marriage shall keep duplicate certificates of the same in the Form "C" at the end of this Ordinance, one of which duplicates he shall retain, and the other he shall, on or before the first day of January or July, whichever shall first thereafter occur, transmit to the marriage registrar. He shall also, on request of either of the parties to any marriage, give him or her a copy of such certificate

11. The Clerk of the Council shall, on application, supply printed forms for complying with the provisions of the next preceding section.

12. The General Registrar of Deeds in and for the North-West Territories, or such other person as the Lieutenant-Governor may from time to time appoint, shall be marriage registrar, except where any registration district for deeds has been erected and a registrar appointed therefor, then the registrar of deeds appointed, therefor, or such other person as the Lieutenant-Governor may from time to time appoint, shall for such district be marriage registrar, each of whom shall keep and file in his office all returns of marriages made to him under the provisions of this Ordinance. He shall also record the same in a book specially kept for that purpose; and for performing such services the registrar shall be entitled to receive from and out of the general revenue of the Territories the sum of fifty cents for each record. He shall also, on application of any party, furnish a copy of the record of any certificate of marriage in his office on receiving fifty cents: which said copy, certified by such registrar, shall be received as *prima facie* evidence of the marriage named therein by all parties administering justice in the Territories.

13. There shall be payable to every issuer of marriage licenses on the issue of each license by him the sum of three dollars, of which such issuer shall be entitled to retain one dollar as his fee; the remainder he shall pay over to the Lieutenant-Governor, to form part of the revenue of the Territories, with each return made by such issuer.

14. Any person unlawfully issuing a marriage license supplied from the office of the Lieutenant-Governor, any issuer of marriage licenses granting a license without first having obtained the affidavit required by this Ordinance, and any person solemnizing a marriage

contrary to the provisions of this Ordinance, shall, on conviction before a Stipendiary Magistrate, for every such contravention, forfeit and pay a fine not exceeding one hundred dollars.

*Limitation of Liability.* 15. No minister, clergyman or marriage commissioner who solemnizes a marriage in conformity with the provisions of section two of this Ordinance, shall be subject to any action or liability for damages or otherwise, by reason of there having been any legal impediment to the marriage, unless at the time when he performed the ceremony he was aware of the impediment.

*Ordinance of 1878 repealed.* 16. Ordinance number nine of 1878, intituled "An Ordinance respecting Marriages," is hereby repealed; but such repeal shall not, up to the first day of January, 1882, affect the right conferred by the said Ordinance upon justices of the peace to solemnize marriage, nor shall such repeal affect any license heretofore supplied from the office of the Lieutenant-Governor, appointment made, duty accrued, right acquired, or penalty incurred under the said Ordinance.

## Forms.

*Forms referred to in the foregoing Ordinance.*

*FORM A. (Vide Section Three.)*  
 CANADA. {  
 North-West Territories. {  
 [L. S.] } Lieutenant-Governor.

These are to certify that A. B., of \_\_\_\_\_ and C. D., of \_\_\_\_\_ being minded, as it is said, to enter into the contract of marriage, and being desirous of having the same duly solemnized, the said A. B. (or C. D.) has made oath that he (or she) believes that there is no affinity, consanguinity, or any other lawful cause or legal impediment to bar or hinder the solemnization of the said marriage.

And these are therefore to certify that the requirements in this respect of the Ordinance respecting Marriages have been complied with.

Issued at \_\_\_\_\_ in the North-West Territories, this  
 day of \_\_\_\_\_ A.D. 18

.....  
*Issuer of Licenses.*

*FORM B. (Vide Section Six.)*

I, A. B. { Bachelor (or Widower)  
 or  
 C. D., } Spinster (or Widow)

make oath and say as follows :

2. According to the best of my knowledge and belief there is no affinity, consanguinity, or any other lawful cause or legal impediment to bar or hinder the solemnization of the said marriage.

4. [In case one of the parties is under the age of twenty-one years, add]

E. F., of [REDACTED] is the person whose consent to said marriage is required by law, and the said E. F. has formally consented to the said marriage.

[Or if both parties are under age]

E. F., of and G. H., of are the persons whose consent to the said marriage is required by law, and the said E. F. and G. H. have formally consented to the said marriage.

[Or if in the case of one of the minors there is no person whose consent is required by law, add according to the facts.]

The father, of the said C. D. (or A. B.) is dead, and the mother of the said C. D. (or A. B.) is dead, and the said C. D. (or A. B.) having no lawfully appointed or acknowledged guardian, there is no person who has authority to give consent to the said marriage.

[In case both the parties are minors, and there is no person whose consent is required by law, add a similar statement concerning the other party, according to the facts.]

(Signed)

A. B.

Or C. D.

Sworn before me at in the  
North-West Territories, this  
day of A.D. 18  
(Signed)

.....  
*Issuer of Licenses.*

**FORM C. (Vide Section Ten.)**

## CANADA.—NORTH-WEST TERRITORIES.

Names of Parties.	Whether Bachelor or Widower, Spiner, or Widow.	Ages	Residence.	Birthplace, if known.	By License, Banns, or otherwise.	Names of Witnesses.

I hereby certify that the above named parties were married by me this day in the presence of the above-named witnesses.

We, the undersigned, witnessed } Dated at in the North-West  
the union by marriage of the } Territories, this day of A.D. 18  
above-named parties.

..... } (Minister, Clergyman or Marriage Commissioner.)

*No. 8 of 1881.*

*An Ordinance to Incorporate the Bishop of the Church of England, Diocese of Saskatchewan.*

[PASSED 10TH JUNE, 1881.]

**Preamble.** Whereas the Right Reverend John McLean, Master of Arts, Doctor of Divinity, and Doctor of Civil Law, Bishop of the Church of England in the Diocese of Saskatchewan, which is comprised within the North-West Territories, and certain of the clergy and laity of the said Church in the said Diocese, have by petition to the Lieutenant-Governor of the said Territories in Council, requested to be incorporated and authorized to acquire and possess real estate in the said Territories for educational and religious purposes ; and whereas, such request is for the advantage of the members and adherents of the said Church, and appears in itself just and reasonable,

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows:

Church of  
England  
Bishop of  
Saskatche-  
wan incorpo-  
rated.

Title, "The  
Bishop of  
Saskatche-  
wan."

power to hold  
land, etc., for  
ecclesiastical  
and educa-  
tional pur-  
poses.

1. The Right Reverend John McLean, Bishop of the Church of England in the Diocese of Saskatchewan, and each of his successors as Bishop of the said Diocese, shall be and is by this Ordinance, declared and established a corporate body, in fact and in name, under the style, title or name of "The Bishop of Saskatchewan," and under such style, title or name shall have the right of succession in perpetuity and a corporate seal, and may from time to time, by and with the advice of two members of his clergy, modify, renew or otherwise change at pleasure such corporate seal, and may, under the title or name aforesaid, from time to time, and during all time, have, hold, purchase or acquire, by gift or purchase, and possess and enjoy for the uses particularly and generally of charities, for ecclesiastical purposes, and for the purposes of education in the Diocese aforesaid, any lands, tenements, hereditary property, rents, annuities, and all other property whatsoever, movable

or immovable in the said Territories; the said land not exceeding in the whole six thousand acres.

2. The said corporation under the name aforesaid, <sup>Power to sell, etc.</sup> is empowered by and with the consent hereinafter mentioned, from time to time to sell, exchange, alienate, mortgage, let, lease or otherwise dispose of any part of such real estate, and under the name aforesaid, may sue or be sued in all courts of law and equity, now or at any time hereafter having jurisdiction in the said Territories, in the same way and with the same rights and advantages as all other corporations or persons whatsoever.

3. It shall be lawful for every person to whom or <sup>Persons holding lands in trust may transfer to corporation.</sup> in whose name lands, tenements or hereditary property are now or hereafter may devolve, in trust or otherwise for the said Church of England in the Diocese of Saskatchewan, to cede, sell or transfer from time to time, by deed, all or any of the said lands, tenements or hereditaments, to the said corporation by this Ordinance created, the same to be held under and for the purposes provided by this Ordinance.

4. No sale, lease or transfer of all or any part of the <sup>Sales, etc., to be by deed, etc.</sup> lands, tenements or other hereditary property acquired or possessed by the said corporation, shall at any time be made or executed except by deed under the seal of the said corporation, attested by the signature of the Bishop of the said Diocese and two members of the clergy of the said Diocese, chosen and nominated by the said Bishop, consenting thereto; such choice, nomination and consent appearing on the face of every such deed.

5. This Ordinance shall be a Public Ordinance.

*No. 9 of 1881.*

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*An Ordinance respecting the Sale of Medicines and Drugs.*

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[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows :

Medicines in certain parts of N.-W. T. not to be retailed except by persons licensed.

1. In such parts of the Territories as the Lieutenant-Governor shall by proclamation set apart for that purpose, no person whatsoever other than those holding a diploma from any Medical Faculty of Great Britain, Ireland or Canada, shall sell medicines by retail within such parts of the North-West Territories so set apart without license first had and obtained from the Lieutenant-Governor, which license may be granted upon certificate of such examiner or examiners as he may appoint to enquire into the knowledge of such person in pharmacy, that such applicant is a fit person to receive such license; but nothing in this Ordinance shall be construed to prohibit retailers and others from selling epsom salts, castor oil, or drugs and medicines for which a patent has to be obtained.

Penalty for violation of Ordinance.

2. Any person contravening the provisions of this Ordinance shall, upon conviction before a justice of the peace in a summary way, be liable to a penalty not exceeding one hundred dollars.

*No. 10 of 1881.*

*An Ordinance to amend an Ordinance respecting Fences.*

[PASSED 10TH JUNE, 1881.]

In amendment of Ordinance number ten of 1878, Fence Ordinance No. 10 of 1878 amended.  
intituled "An Ordinance respecting Fences,"

Be it enacted by the Lieutenant-Governor of the  
North-West Territories, in Council, as follows:

Section one of the said Ordinance is repealed and Section one repealed.  
the following substituted therefor:

1. Any substantial fence four feet nine inches high, Lawful fence defined.  
shall be a lawful fence if it consists—

(1) Of rails, the lower one not more than one foot  
from the ground, the others not more than six inches  
apart, except the top one, which may be eight inches  
from the next lower rail;

(2) Of upright posts or boards not more than six  
inches apart;

(3) Of barbed wire and a substantial top rail, the  
wires to be not less than three in number, or more than  
fourteen inches apart;

(4) Of common wire and a substantial top rail, the  
wires to be not less than four in number, or more than  
one foot apart;

(5) Of any river bank or other natural boundary  
sufficient to keep domestic animals out of any enclosed  
land.

*No. 11 of 1881.*

*An Ordinance for the Protection of Sheep.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows:

Dogs worry-  
ing sheep  
may be de-  
stroyed.

1. It shall be lawful for any person to kill any dog in the act of pursuing, worrying or destroying sheep or lambs elsewhere than on the enclosed land occupied by the owner of such dog.

Penalty on  
owner of dog  
worrying,  
etc., sheep.

2. On complaint made on oath before any justice of the peace for the Territories, that any person owns or has in his possession a dog which has within three months previous worried, injured or destroyed any sheep or lamb outside the enclosed land occupied by the owner of such dog, such justice of the peace may issue his summons, directed to such person, stating shortly the matter of such complaint, and requiring such person to appear before him at a certain time and place therein stated, to answer to such complaint; and upon conviction, on the evidence of one credible witness other than the complainant, of having such dog in his possession, the justice of the peace may make an order for the killing of such dog within three days, and in default thereof may in his discretion impose a fine upon such person not exceeding twenty dollars, with costs, to be levied by distress on the goods and chattels of such person.

Conviction  
no bar to  
civil action.

3. No conviction under this Ordinance shall be a bar to any action by the owner or possessor as aforesaid of any sheep for the recovery of damages for the injury done to such sheep, in respect of which such conviction is had.

Proof of pre-  
vious know-  
ledge of dog's  
propensity  
not necessary

4. It shall not be necessary for the plaintiff in any action of damages for injury done by a dog to sheep, to prove that the defendant was aware of the propensity of the dog to pursue and injure sheep, nor shall

the liability of the owner or possessor as aforesaid of any dog, in damage for any injury done by such to any sheep, depend upon his previous knowledge of the propensity of such dog to injure sheep.

5. All fines recovered under this Ordinance shall be <sup>Fine collect-  
ed, how dis-  
posed of.</sup> remitted to the Lieutenant-Governor, to be by him applied to the repair of roads and bridges in the district in which the defendant resides.

*No. 12 of 1881.*

*An Ordinance respecting driving off Horses and Cattle.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows :

*Persons using horses, etc., of others without consent of owner liable to penalty.* 1. Any person who shall take, ride or drive off any horse or mule belonging to another without the owner's consent, or who when bringing his own animal from the prairie shall take or drive off the horse or mule of any other person grazing with his own, or who shall either wilfully or negligently cause or allow horses, mules or cattle of other parties to be driven with his herd more than five miles from their grazing places, shall upon conviction before a justice of the peace be liable to a fine of not more than one hundred dollars and costs of prosecution, and in default of payment to be imprisoned for a term not exceeding three months.

*Civil action sustainable in addition to penalty.* 2. Nothing in this Ordinance shall prevent the owner of any such animal suing before any court of civil justice for damages in addition to any penalty imposed under this Ordinance.

*No. 13 of 1881.*

*An Ordinance respecting Bulls.*

[PASSED 10TH JUNE, 1881.]

Be it enacted by the Lieutenant-Governor of the North-West Territories, in Council, as follows:

1. This Ordinance shall come into force and take Ordinance to be in force in parts of Territories fixed by proclamation. effect only in such portion or portions of the North-West Territories, and on and from such time or times, as the Lieutenant-Governor may designate and fix by proclamation.
2. No bull of one year old or upward shall be permitted to run at large between the first day of February and the first day of June in any year. Bulls one year old and upwards not to run at large between Feb. 1 and June 1.
3. Any person who finds a bull unlawfully permitted to run at large may capture and confine the same, and as soon thereafter as conveniently practicable shall notify the owner thereof, if known to such captor; and if such owner do not within a reasonable time after receiving such notice take away such bull and pay the captor thereof five dollars for his trouble, and twenty-five cents per day for the keep of the said bull every day it has been in his custody, such owner shall be liable, on prosecution in a summary way before a justice of the peace, to a fine not exceeding twenty dollars, together with the costs of prosecution, fee for capturing, and the cost of keeping the bull as aforesaid: which said fee and the cost of keeping the bull as aforesaid shall be paid over, on collection, to the person who captured him; and in default of payment of such fine, fee and costs, the justice of the peace may grant his warrant to levy the same by distress and sale of the goods and chattels of the owner of such bull. Bulls unlawfully at large may be captured and confined. Penalty on owner.
4. When the owner of any bull so captured and confined is unknown to the captor, the said captor shall apply to a justice of the peace, who shall cause a notice Captor's duty where owner not known.

to be posted up in three public places in the neighborhood, and likewise cause an advertisement to be published in the Official Gazette or some newspaper in the Territories, if such there be, describing such bull and to whom application therefor may be made, for at least three months; and if within that period the owner of the said bull be found, then he shall receive delivery thereof on the conditions set forth in the next preceding section, and paying the expenses incurred for advertising; but if at the end of three months no owner be found for such bull, then the said justice, or in his absence any other justice of the peace, may, after ten days' notice, cause the said bull to be sold, and out of the proceeds of such sale, pay five dollars and the cost of keeping the bull to the captor thereof, and after defraying all other expenses, pay over the balance to the Lieutenant-Governor of the said Territories, to be dealt with as he, in Council, shall deem proper.

*Ordinance  
not to apply  
to pound dis-  
tricts.*

5. This Ordinance shall cease to apply to any portion of the Territories erected into a pound district, under the "Ordinance respecting Trespassing and Stray Animals."

# PROCLAMATIONS

RELATING TO

## ELECTORAL DISTRICTS AND ELECTIONS

IN THE

*NORTH-WEST TERRITORIES.*



THE HONORABLE DAVID LAIRD,  
LIEUTENANT-GOVERNOR.

BATTLEFORD:

PRINTED BY P. G. LAURIE,

Printer to the Government of the North-West Territories.

QUALIFICATION OF VOTERS and of Candidates at Elections of Members to sit in the Council of the North-West Territories.

Sections Seventeen and Eighteen of 43rd Victoria, Chapter 25, known as "The North-West Territories Act, 1880," reads as follows :

17. The persons qualified to vote at such election shall be the *bond fide* male residents and householders of adult age, not being aliens or unenfranchised Indians, within the electoral district, and shall respectively have resided in such electoral district for at least twelve months immediately preceding the issue of the said writ.

18. Any person entitled to vote may be elected.



## GOVERNMENT HOUSE, BATTLEFORD.

Monday, 5th day of August, 1878.

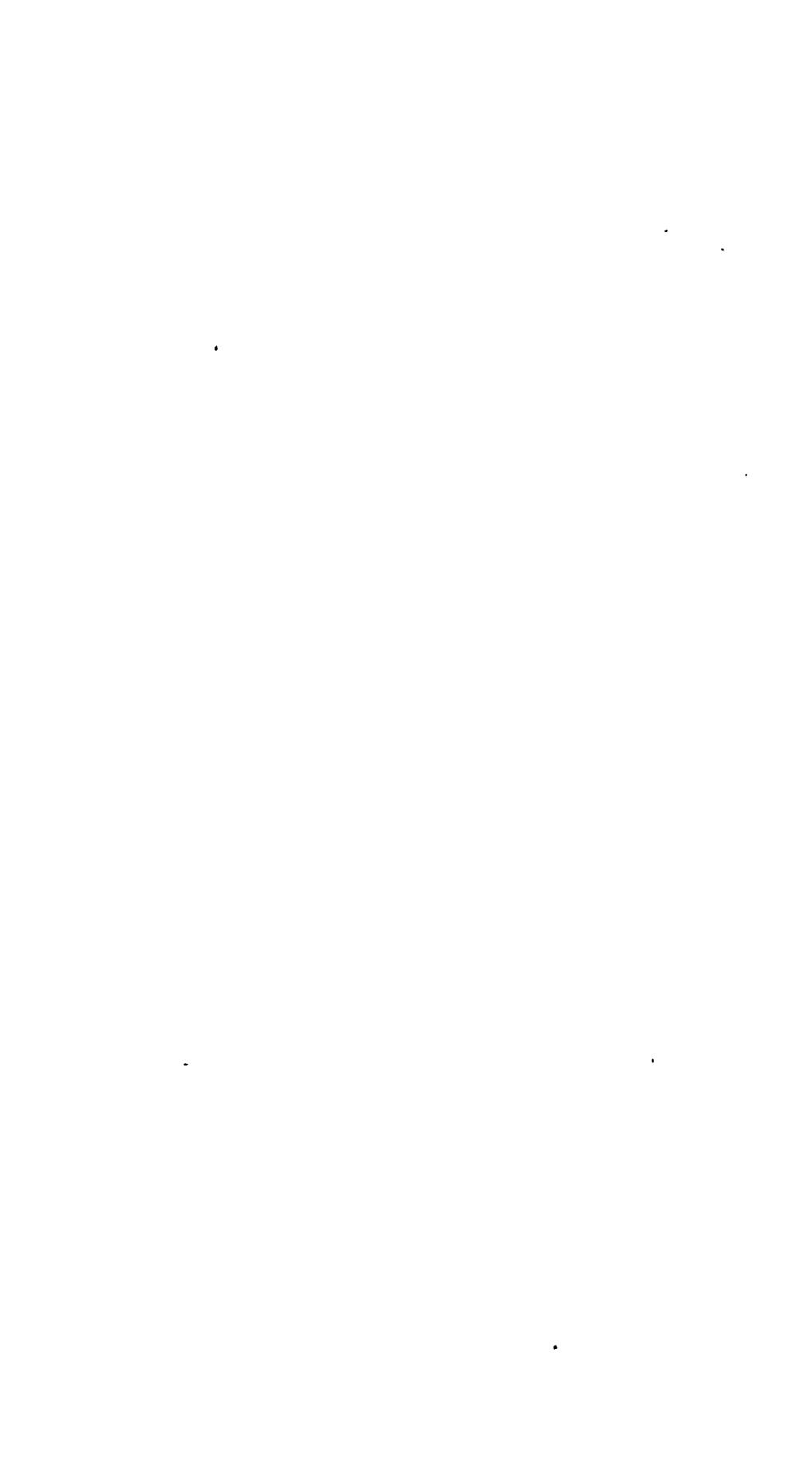
Whereas by sub-section four of section one of Ordinance No. 4 of 1878, intituled "An Ordinance respecting the Administration of Civil Justice" it is in effect enacted that the Lieutenant-Governor may divide any of the Judicial Districts defined in the said section into one or more Divisions, His Honor has been pleased to order, and it is hereby ordered, that the Bow River District be divided into two Divisions as follows:

All that portion of the said Bow River District west of the one hundred and eleventh Meridian of West Longitude shall be a Division of such District under the name of "Division No. 1";

All that portion of the said Bow River District east of the one hundred and eleventh Meridian of West Longitude shall be a Division of such District under the name of "Division No. 2."

Approved.

DAVID LAIRD,  
Lieut.-Governor.





CANADA.  
NORTH-WEST TERRITORIES.

## A PROCLAMATION

By the Honorable DAVID LAIRD, Lieutenant-Governor of the North-West Territories.

To all to whom these Presents shall come, or whom the same may concern,

### GREETING :

Whereas by the fifteenth section of the Act of the Parliament of Canada passed in the forty-third year of Her Majesty's reign, known as "The North-West Territories Act, 1880," it is amongst other things in effect enacted :

That when and so soon as the Lieutenant-Governor is satisfied that any portion of the North-West Territories, not exceeding an area of one thousand square miles, contains a population of not less than one thousand inhabitants of adult age, exclusive of aliens or unenfranchised Indians, the Lieutenant-Governor shall by Proclamation erect such portion into an Electoral District by a name and with boundaries to be respectively declared in the Proclamation ;

And whereas I am satisfied that the several portions of the North-West Territories hereinafter designated, each not exceeding an area of one thousand square miles, respectively contain a population of not less than one thousand inhabitants of adult age exclusive of aliens or unenfranchised Indians ;

Now know you, that under and by virtue of the powers imposed upon and vested in me by the hereinbefore in part recited section of the said North-West Territories Act, I do hereby proclaim and declare as follows :

*First*—That the portion of Territory comprised in the hereinafter first-mentioned group of Townships, and bounded by the outside lines of the outer Townships of said group, is erected into an Electoral District by the name of

*SALISBURY,*

viz.: *West of the First Principal Meridian:*

Range Thirteen, Townships numbered Fourteen and Sixteen ;  
 Range Fourteen, Townships numbered Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen and Seventeen ;  
 Range Fifteen, Townships numbered Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen and Seventeen ;  
 Range Sixteen, Townships numbered Twelve, Thirteen, Fourteen, Fifteen and Sixteen ;  
 Range Seventeen, Townships numbered Fourteen, Fifteen and Sixteen ;  
 Range Eighteen, Townships numbered Fourteen, Fifteen and Sixteen.

*Secondly*—That the portion of Territory comprised in the next following group of Townships, and bounded by the outside lines of the outer Townships of said group, is erected into an Electoral District by the name of

*KIMBERLEY,*

viz.: *West of the First Principal Meridian:*

Range Eighteen, Townships numbered Twelve and Thirteen ;  
 Range Nineteen, Townships numbered Twelve, Thirteen, Fourteen, Fifteen and Sixteen ;  
 Range Twenty, Townships numbered Twelve, Thirteen, Fourteen, Fifteen and Sixteen ;  
 Range Twenty-one, Townships numbered Twelve, Thirteen, Fourteen, Fifteen, Sixteen and Seventeen ;  
 Range Twenty-two, Townships numbered Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen and Eighteen ;  
 Range Twenty-three, Townships numbered Fifteen and Sixteen.

*Thirdly*—That the portion of territory comprised in the following group of Townships and other divisions of land, and bounded by the outside lines of the outer Townships and other divisions of the said group (except where limited and bounded by rivers as herein-after mentioned), is erected into an Electoral District by the name of

*LORNE,*

viz.:

Lots One to Eighty-two inclusive in the plan of the Special Survey of Prince Albert Settlement ;

The Hudson's Bay Company's Reserves at Prince Albert and Carlton ;  
 And the following Townships, some of them being fractional, and a few of them being incompletely surveyed, in which latter case the approximate lines shall be the boundaries, namely:

*West of the Second Principal Meridian, South of the North Saskatchewan, and North and West of the South Saskatchewan :*

Range Twenty-four, Township numbered Forty-eight ;

Range Twenty-five, Townships numbered Forty-six, Forty-seven and Forty-eight;

Range Twenty-six, Townships numbered Forty-five, Forty-six, Forty-seven and Forty-eight;

Range Twenty-seven, Townships numbered Forty-five, Forty-six and Forty-seven;

Range Twenty-eight, Townships numbered Forty-five and Forty-six.

*West of the Third Principal Meridian, and on both sides of the South Saskatchewan:*

Range One, Townships numbered Forty-two, Forty-three, Forty-four, Forty-five, Forty-six, Forty-seven, and such fraction of Forty-eight as may be South of the North Saskatchewan;

Range Two, Townships numbered Forty-two, Forty-three, Forty-four, Forty-five and Forty-six;

Range Three, Townships numbered Forty-four and Forty-five;

Range Four, Townships numbered Forty-four and Forty-five.

Of which all persons whom these presents may concern are hereby required to take notice and govern themselves accordingly.

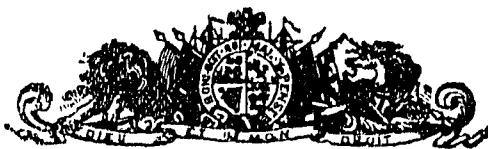
Given under my hand and the seal of the North-West Territories, at Government House, Battleford, in the said Territories, this thirteenth day of November, in the year of our Lord one thousand eight hundred and eighty, and in the forty-fourth year of Her Majesty's Reign.

DAVID LAIRD. [L.S.]

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Battleford: Printed by P. G. Laurie, Printer to the Government of the North-West Territories.





CANADA.

NORTH-WEST TERRITORIES. }

## PROCLAMATION

By the Honorable DAVID LAIRD, Lieutenant-Governor of the North-West Territories.

To all to whom these presents shall come, or whom the same may concern.

### GREETING:

Whereas provision is made by "The North-West Territories Act, 1880," for the erection of Electoral Districts in the said Territories, and for the issue of writs to Returning Officers to cause elections to be held in such districts of members to serve in the Council of the said North-West Territories ;

And whereas by section sixteen of the said Act it is amongst other things in effect enacted that the Lieutenant-Governor, until the Lieutenant-Governor in Council otherwise provides, shall by Proclamation prescribe and declare the mode of providing voters' lists, the oaths to be taken by voters, the powers and duties of Returning and Deputy Returning Officers, the proceedings to be observed at such elections, the period during which such elections may be continued and such other provisions in respect to such elections as he may think fit ;

Now know you that under the authority and in pursuance of the above in part recited Act, I do hereby prescribe and declare the following provisions for the due election of members of the Council of the North-West Territories :

1. On receiving the writ of election the Returning Officer shall forthwith endorse thereon the date at which he shall have received the same.

2. The Returning Officer shall, as soon as possible, appoint under his hand one of the electors of the District for which he has received the writ as an Election Clerk, and may at any time during the election appoint another Election Clerk in case the one so appointed proves to be disqualified, or refuses or neglects to perform his duties as such.

3. The duty of the Election Clerk shall be to assist the Returning Officer in the performance of his duties, and to act in his stead as Returning Officer, whenever the Returning Officer by reason of sickness or any other cause is unable or unwilling to perform his duties, and shall not have been replaced by another.

4. In no case shall the Returning Officer or his Election Clerk vote at an election in the Electoral District for which he is acting, except in the case herein-after provided.

5. Not less than eight days before the day fixed in the writ for the nomination of candidates, the Returning Officer shall cause to be posted up in a conspicuous position in at least ten of the most public places throughout the Electoral District a Proclamation, which shall set forth the place and day named in the writ for the nomination, and shall be in the following form :

PROCLAMATION.

Electoral District of

To wit :

Public Notice is hereby given to the Electors of the Electoral District aforesaid, that in obedience to a Writ, issued and to me addressed by order of His Honor the Lieutenant-Governor, and bearing date the day of 18, I require the presence of the said Electors at on (here insert day of week as well as date), from noon until two of the clock in the afternoon of the said day, for the purpose of nominating a person to represent them in the Council of the North-West Territories; and that in case a Poll become necessary, such Poll will be open on the day and during the time prescribed by law at the polling station in each of such polling divisions as shall after the nomination be named by me in an Election Notice:

Of which all persons are hereby required to take notice and govern themselves accordingly.

Given under my hand at

this day of 18.

(Signature) A. B.,  
Returning-Officer.

6. If from unforeseen delays, accident, or otherwise, the Proclamation cannot be posted up so as to leave the required time between the posting up and the nomination day appointed by the Lieutenant-Governor, or in case of the death of any candidate after

the time fixed for receiving nominations has elapsed before the close of the polls, the Returning Officer may forthwith fix another day for the nomination of candidates, such day being not later than is necessary to allow eight days between the posting up of the Proclamation and the day named therein for the nomination ; and in every such case the Returning Officer shall, with his return, make to the Clerk of the Council a special report of the causes which may have occasioned the postponement of the election.

**NOMINATIONS AND WITHDRAWALS.**

7. At any time after the date of the Proclamation, and before two of the clock in the afternoon of nomination day, any four or more electors may nominate a candidate by affirming to and signing before a justice of the peace, or before the Returning Officer, and causing to be filed with the Returning Officer a nomination paper in the following form :

We the undersigned affirm that we are duly qualified as electors of the Electoral District of \_\_\_\_\_ to vote at the election now about to be held of a member to represent the said Electoral District in the Council of the North-West Territories, and that as such we hereby nominate (here insert the name, residence, occupation or description of the person nominated sufficiently to establish his identity) as a candidate at the said election ; and we further affirm that the said (naming the candidate) is duly qualified to be nominated as a candidate at the said election, and that he has consented (or in case of his absence from the district, we fully believe he will consent) to this nomination.

[Signatures or marks of electors, with residence and occupation of each.]

Affirmed and signed before me }  
at this }  
day of 18 }  
(Signature) A. B.,  
J. P. or Returning Officer.

8. The Returning Officer, on receiving any nomination paper fulfilling the essential conditions hereinbefore specified, shall endorse thereon the date and the hour at which it was received by him ; and if any paper purporting to be a nomination paper be placed in his hands which he regards as informal, he shall immediately return it to the person delivering the same, and state to him the informality.

9. Any candidate nominated may withdraw at any time after his nomination and before the closing of the poll on polling day, by filing with the Returning Officer a declaration in writing to that effect, signed by himself in the presence of the Return-

ing Officer or of a justice of the peace ; and any votes cast for the candidate who shall have so withdrawn shall be null and void.

10. If, at the expiration of the time fixed for the nomination, only one candidate has been nominated, or if then or before the closing of the poll, by the withdrawal of any other person or persons nominated, only one candidate remains in nomination, the Returning Officer shall forthwith make his return to the Clerk of the Council that such candidate has been elected, of which return he shall send without delay a certified copy to the person elected ; and such return shall be in the following form :

I hereby certify that the member elected for the Electoral District of  
In pursuance of the annexed writ is  
(as in the nomination paper), no other candidate having been nominated  
(or the other candidate or candidates having withdrawn, as the case may  
be).

(Signature)

A. B.,

Returning Officer.

11. The Returning Officer shall accompany his return to the Clerk of Council with a report of his proceedings.

12. If at the close of the time fixed for receiving nominations, there remain more than one candidate in nomination, the Returning Officer shall grant a poll for taking the votes of the electors.

#### IMMEDIATELY AFTER THE NOMINATION.

13. As soon as the time for receiving nominations has elapsed, or at any time thereafter, the Returning Officer, if required, shall deliver gratis to every candidate, or to the person who filed the nomination paper on his behalf, a certified list of the candidates nominated.

14. The Returning Officer shall subdivide the Electoral District into as many polling divisions, not exceeding six, as he may deem necessary for the convenience of the electors ; he shall number or otherwise designate them, and fix upon a suitable polling station in each such division.

15. Whenever a poll has been granted, it shall be held on the same day of the week as the nomination, in the second week thereafter, and shall be opened at the hour of nine of the clock in the forenoon and kept

open until five o'clock in the afternoon of the said day, and the votes at the several polling stations shall be given between the said hours of that day, and by open voting.

16. Immediately after having granted a poll, the Returning Officer shall cause to be posted up at all places where the Proclamation for the election was posted up, an election notice in the following form:

## ELECTION NOTICE.

**Electoral District of**

To wit:

For the Polling Division No. 1 (or other designation), consisting of (or bounded as follows, or otherwise describing it clearly) at (describing the Polling Station).

(And so continuing for all the other polling divisions and stations in the Electoral district).

Further, that the persons duly nominated, and for whom only votes will be received, are—

1. (Insert the name and additions of each candidate as given in the nomination paper.)
- 2.
- 3.

Of which all persons are hereby required to take notice and govern themselves accordingly.

Given under my hand at this day  
of 18 .

## VOTERS' LISTS.

17. Should the Lieutenant-Governor not see fit to appoint an Enumerator or Enumerators to make Lists of the Electors in the Electoral District, the Returning Officer, conjointly with the nearest member of the Council of the North-West Territories, or with any two justices of the peace, or one justice of the peace and a notary public, or with any one of them resident in or near the Electoral District, and two electors of such District, neither of the number being a candidate, shall appoint under their hand a competent and reliable person to be Enumerator for any one or more polling divisions of such District: and the Returning Officer shall see that

no polling division is omitted to be included in one or other of such appointments.

18. It shall be the duty of each such Enumerator, immediately after nomination day, should a poll be granted, to carefully compile a list of the persons qualified as electors to vote at the election then pending, for the polling division, or each of the polling divisions, for which he has been appointed ; and to make three plainly written copies of the same, with the names of voters alphabetically arranged, and giving the occupation and residence of each voter, as required in the form supplied to him by the Returning Officer.

19. Each Enumerator shall complete, date at his place of residence, and sign the copies of the Voters' List or Lists, as aforesaid, four days before polling day : two of the said copies for each polling division he shall forthwith post up in two of the most public places within such polling division, and the other he shall retain for revision.

20. Should any Enumerator, at any time after posting up any Voters' List and before polling day, be fully satisfied from representations made to him by any credible person, that the name of any qualified voter has been omitted from the Voters' List of the polling division to which such voter belongs, he may add such name to the copy of the List in his possession below his own signature ; should the Enumerator, in like manner, be fully satisfied that there is on the List the name of any person who is not qualified as a voter in such polling division, he may draw erasing lines through such name and write his own initials opposite thereto in the column for "remarks" ; and should the Enumerator find the occupation or residence of any voter to be inaccurately stated in the List, he may make the necessary alteration and affix his initials thereto.

21. Every Enumerator, having revised and corrected such retained copy of each Voters' List compiled by him, if he deem such correction necessary, as provided in the last preceding section, shall write at the foot of such copy and close to the last name thereon, on the day immediately preceding polling day, a certificate in the following form :

I certify that the above is a correct List of the Voters in Polling Division No. (or other designation) of the Electoral Division of as revised (or if no correction be made, as finally approved) by me this day of 18 ..

(Signature)

A. B., Enumerator

22. Every such Voters' List so certified by the Enumerator he shall deliver forthwith, or before eight o'clock in the morning of polling day, to the Deputy Returning Officer for the polling division named therein ; and such List as received by such Deputy Returning Officer, shall be the Voters' List for such polling division, subject to be further corrected on polling day as hereinafter provided.

23. It shall be the duty of the Returning Officer to cause to be posted up with the Election Notice, a handbill in the following form :

INFORMATION TO ELECTORS.

The following is the Qualification of Electors as prescribed by the Parliament of Canada :

[Here insert Qualification.]

If any Elector find that his name is not on the Voters' List of the polling division to which he belongs, he can apply to the Enumerator, on any day before polling day, and if the Enumerator objects to add his name to the said List, he can require the Deputy Returning Officer, on polling day while the Poll is open, to cause his name to be placed on the List, by taking before that Officer the following Oath :

[Here insert Oath No. I.]

Each Elector can only vote at one polling station, and for one candidate.

Any Elector wishing to record his vote, shall, in his turn, while the Poll is open, go up to the Deputy Returning Officer, give his full name, occupation, and place of residence, state for which candidate he votes, and answer such questions and take such oaths as the Deputy Returning Officer may lawfully put to him.

Every Elector after having voted ought to go away quietly from the polling station.

(Signature) A. B.,  
Returning Officer.

Dated

18 .

24. It shall be the duty of the Returning Officer to secure at each polling station a room, building, or other convenient place for the officers employed at the poll, with a window or door opening to the outside, and in winter, if possible, two rooms, one for the officers and the other for the electors while voting.

DEPUTY RETURNING OFFICERS.

25. The Returning Officer shall, under his hand, appoint one Deputy Returning Officer for each polling division comprised in the Electoral District ; but if the Returning Officer shall see fit to act in the capacity of Deputy Returning Officer for any polling division, he may dispense with appointing a Deputy for such division, and himself perform the duties of Deputy Returning Officer therein.

26. The Returning Officer shall furnish each Deputy Returning Officer with a Poll Book, three copies of this Proclamation, and five copies of the "Information for Electors."

27. Any person producing to the Deputy Returning Officer, at any time, a written authority from a candidate to represent him as an agent or a poll clerk at a polling station, shall be recognized as such by the Deputy Returning Officer, and if no such agent or poll clerk be nominated by the candidate, two electors, at the request of such electors, may be recognized as the agents of such candidate.

28. In addition to the Deputy Returning Officer and his Poll Clerk, and each candidate and his agent, or in such candidate's absence his two agents and poll clerk and no others, shall be permitted to remain in the room or place, or that part thereof, where the votes are recorded.

29. It shall be the duty of the Deputy Returning Officer—

- (1) To appoint in writing a Poll Clerk;
- (2) To post up on polling day before 9 a.m. at least three of the handbills containing "Information for Electors" in conspicuous places near the polling station;
- (3) To see that the Poll Clerk is put in possession of the Poll Book and Voters' List in time for polling;
- (4) To open the Poll on polling day at nine o'clock in the forenoon and keep it open till five o'clock in the afternoon of the same day; but if no voters are coming forward at any time he may adjourn the poll not longer than one hour by making proclamation to that effect, and directing the Poll Clerk to enter the hour such proclamation was made in the "remarks" column of the Poll Book;
- (5) To receive the votes of electors and see that they are correctly recorded by the Poll Clerk, and to ask all questions relating to the qualification of voters required by any candidate or his agent;
- (6) To administer either or both of the oaths herein-after mentioned to any elector, if required, and when necessary direct that the Voters' Lists be corrected accordingly;

- (7) When the poll is declared by him to be closed, to immediately sum up with the Poll Clerk the votes received by each candidate, and sign on the Poll Book with the Poll Clerk the certificate hereinafter mentioned;
- (8) When the said certificate is signed to seal up the Poll Book and Voters' List in one package and forward them to the Returning Officer as he may direct.

OATHS TO BE TAKEN BY VOTERS.

30. Every Deputy Returning Officer shall administer to any elector, if required, either one or both of the following oaths :

No. 1

You do swear that you are a *bona fide* male resident and householder within this polling division of this Electoral District, that you are twenty-one years of age, that you are not an alien or an unenfranchised Indian, and that you have resided in this Electoral District for at least twelve months immediately preceding the date of the issue of the writ for this election. So help you God.

No. 2.

You do swear that you have not received any money or other reward, nor have you accepted any promise made to you, directly or indirectly, to induce you to vote at this election, and that you have not before voted at this election, either at this or any other polling station. So help you God.

31. The Deputy Returning Officer shall, while the poll is open, if required by any elector whose name is not on the Voters' List, administer to such elector Oath No. 1; and such oath having been taken, the Deputy Returning Officer shall at once cause such elector's name to be added to the Voters' List, with the word "sworn" written thereafter.

32. Every person whose name is on the Voters' List, unless sworn as in the last preceding section provided, before being permitted to vote, if required by any candidate, agent or elector, shall take Oath No. 1; and if he refuse to take the same his name shall be erased from the Voters' List, and the words "refused to be sworn." written thereafter.

33. Every voter shall be entitled to vote whose name is on the Voters' List after the said List has been corrected as provided in the next two preceding sections; but if any such voter, when required by the Deputy Returning Officer, or by any candidate, agent or elector, refuse to take Oath No. 2, he shall not be permitted to vote, and if his name has been entered in the

Poll Book, it shall be erased, and the words "refused to take Oath No. 2" written thereafter.

34. Whenever the Deputy Returning Officer may not understand the language of an elector claiming to vote, he has power to swear an interpreter, to be the means of communicating between him and such elector with reference to all matters required to enable such elector to vote.

35. Any Deputy Returning Officer, candidate, agent, or poll clerk, who belongs to a polling division other than the one in which he is performing such duty, shall be permitted to vote at the polling station where he is actually engaged in such duty, providing he produce a certificate from the Enumerator of the polling division to which he belongs, that he is a qualified voter in such polling division; which certificate it shall be the duty of such Enumerator to give gratis to any qualified elector who has been named for any such duty outside of his own polling division.

36. In case any vote be recorded as provided in the next preceding section, in a different polling division to that in which the voter resides, the particular office which the voter is filling at the station at which he voted shall be entered opposite his name in the poll book in the column for "remarks."

#### POLL CLERKS.

37. If the Deputy Returning Officer be unable or in any wise fail to perform his duties, the Poll Clerk shall act in his place and appoint another Poll Clerk.

38. The Poll Clerk shall write in the Poll Book the full name, and the occupation and residence of each voter, and shall opposite thereto mark the figure 1 in the column for the candidate in whose favor the vote of such voter is given; and immediately the vote is recorded he shall write "voiced" after the elector's name in the Voters' List.

39. The Poll Clerk shall make such additions, alterations, and erasures in the Voters' List, and such entries in the Poll Book as the Deputy Returning Officer may direct him to make, or as may be required by any provision herein.

## CLOSE OF THE POLL.

40. At five o'clock on polling day the Deputy Returning Officer shall declare the Poll closed, and immediately thereafter he and the Poll Clerk, in the presence of the candidates or their agents, shall sum up the votes given each candidate, and shall enter in the Poll Book, immediately below the last name recorded, and sign, a certificate in the following form :

We, the undersigned Deputy Returning Officer and Poll Clerk for the polling division (number or other designation) of the Electoral District of solemnly declare that to the best of our knowledge and belief this (or the) Poll Book for the said polling division contains a true and exact record of the votes polled at the polling station thereof; that we have faithfully counted the votes given for each candidate, and that the number recorded for (here insert name of one candidate) was (and so on for each of the candidates.)

In witness whereof we hereto set our hands this  
day of 18  
(Signature) A. B., Deputy Returning Officer.  
C. C., Poll Clerk.

41. A duplicate copy of the foregoing certificate shall be made out and signed in the same manner, on a separate sheet of paper, which duplicate shall be kept by the Deputy Returning Officer, after he has forwarded the Poll Book and Voters' List to the Returning Officer; and if by any means the Poll Book should be lost or destroyed, he shall deliver the said duplicate certificate to the Returning Officer.

42 Every Poll Clerk on being requested so to do by any candidate or his agent, shall deliver free of charge to such candidate or agent a copy of the certificate made by the Deputy Returning Officer and himself at the close of the Poll.

## FINAL SUMMING UP OF VOTES.

43. The Returning Officer, at the place, day and hour appointed by his Election Notice, and after having received all the Poll Books, shall proceed to open them in the presence of the Election Clerk, the candidates or their representatives, if present, or of at least two electors, and to add together the number of votes given for each candidate from the Poll Books of the several polling divisions returned by the Deputy Returning Officers; but if all the Poll Books be not received on the day named in the Election Notice, he may adjourn the final summing up of votes until every Poll Book, or in its absence, the duplicate certificate of the Deputy Returning Officer and Poll Clerk, has been received.

44. The candidate who shall, on the final summing up of the votes, be found to have a majority of votes, shall be then declared elected.

45. When, on the final addition of votes by the Returning Officer, an equality of votes is found to exist between any of the candidates, and the addition of a vote would entitle any of such candidates to be declared elected, the Returning Officer, if an elector of the district, and if he be not an elector, then the Election Clerk, shall give such additional or casting vote.

46. The Returning Officer, after such verification, shall forthwith transmit his return to the Clerk of the Council, and such return shall be in the following form:

I hereby certify that the member elected for the Electoral District of \_\_\_\_\_ in pursuance of the within writ, as having the majority of votes lawfully given is (name as in the nomination paper).

Dated at the day of 19.  
(Signature) A. B., Returning Officer.

47. The Returning Officer shall forward to each of the respective candidates a copy of his return to the Clerk of the Council.

48. The Returning Officer shall accompany his return to the Clerk of the Council with a report of his proceedings, including the number shown in his final summing up of votes; he shall also forward to the said Clerk all the Poll Books and Voters' Lists of the several polling divisions.

## GENERAL PROVISIONS.

49. It shall be the duty of the Clerk of the Council to transmit with the writ of election, to every Returning Officer, blank Voters' Lists and Poll Books, or forms for the same, as may be prescribed by the Lieutenant-Governor; also a sufficient number of copies of this proclamation to allow two to each Enumerator, three to each Deputy Returning Officer, and six to the Returning Officer.

50. The proclamation and other notices required to be posted up at any election may either be printed or written, or partly printed and partly written; and in any Electoral District in which a number of the electors speak the French language, such proclamation and notices shall be issued in the English and French languages.

51. The Returning Officer shall not delay proceeding with an election, notwithstanding he may discover a mistake in the use of forms prescribed under this Proclamation, or that there has been a want of qualification in any person signing a nomination paper received by him; or from any other cause, unless he ascertain that the poll at any polling station has been so obstructed, or so grossly neglected or mismanaged, that qualified electors have had no fair opportunity to record their votes; in which case he shall not return any candidate elected, but report the proceedings in full to the Clerk of the Council.

52. Herein, the words "the Proclamation" refer to the proclamation of the Returning Officer, and the words "this Proclamation" refer to the foregoing provisions.

Of which all persons whom these presents may concern are hereby required to take notice and govern themselves accordingly.

Given under my hand and the seal of the North-West Territories, at Government House, Battleford, in the said Territories, this fifth day of February, in the year of our Lord one thousand eight hundred and eighty-one, and in the forty-fourth year of Her Majesty's Reign.

DAVID LAIRD. [L.S.]



## GOVERNMENT HOUSE, BATTLEFORD.

23rd June, 1881.

Whereas by sub-section four of section one of Ordinance No. 4 of 1878, intituled "An Ordinance respecting the Administration of Civil Justice" it is in effect enacted that the Lieutenant-Governor may divide any of the Judicial Districts defined in the said section into one or more Divisions, His Honor has been pleased to order, and it is hereby ordered, that the Saskatchewan District be divided into three Divisions as follows:

All that portion of the said Saskatchewan District comprised between the one hundred and seventh and the one hundred and eleventh Meridians of West Longitude shall be a Division of such District under the name of "Division No. 1";

All that portion of the said Saskatchewan District east of Division No. 1 shall be a Division of such District under the name of "Division No. 2;"

And all that portion of the said Saskatchewan District west of said Division No. 1 shall be a Division of said District under the name of "Division No. 3."

Approved.

DAVID LAIRD,  
Lieut.-Governor.